WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

Tender Document for

"Manufacture, Testing, Supply & Delivery of different types of Clamps, Connectors & Hardware Fittings with all accessories at Chalsa 132 KV Sub-Station under Jalpaiguri Area Office, WBSETCL in Jalpaiguri District".

NIT No. : SE & AM/JAL-AO/ELECTRICAL/TENDER/2025-26/T-28/04 , Dated : 29.10.2025

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Office of the SE & Area Manager, Jalpaiguri Area Office, Shankar Bhavan (Near Raikotpara "Shani Mandir"), Netaji Subhash Road, Ward No. 1, Jalpaiguri – 735101.

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Section I - NOTICE INVITING e-TENDER

ABRIDGED NOTICE INVITING e-TENDER

WBSETCL

(A Govt of West Bengal Enterprise)

SE & AREA MANAGER, JALPAIGURI AREA OFFICE, JALPAIGURI

NOTICE INVITING e-TENDERS

For

"Manufacture, Testing, Supply & Delivery of different types of Clamps, Connectors & Hardware Fittings with all accessories at Chalsa 132 KV Sub-Station under Jalpaiguri Area Office, WBSETCL in Jalpaiguri District".

[Open Domestic Competitive Bidding]

West Bengal State Electricity Transmission Company Limited (WBSETCL) invites bids from the eligible bidders through Domestic Competitive Bidding in respect of **"Manufacture, Testing, Supply & Delivery of different types of Clamps, Connectors & Hardware Fittings with all accessories at Chalsa 132 KV Sub-Station under Jalpaiguri Area Office, WBSETCL in Jalpaiguri District"** against **NIT No. : SE & AM/JAL-AO/ELECTRICAL/TENDER/2025-26/T-28/04 , Dated : 29.10.2025** . **Interested Bidder may download the Bid documents from 29.10.2025 from 06:00 P.M. and Bids shall be submitted online up to 3:00 P.M. on 22.11.2025.**

Intending bidders may download the tender documents from the website http://etender.wb.nic.in OR wbtenders.gov.in directly with the help of Digital Signature Certificate.

WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

(A Govt of West Bengal Enterprise)

Office of the SE & Area Manager, Jalpaiguri Area Office, Shankar Bhavan (Near Raikotpara "Shani Mandir"), Netaji Subhash Road, Ward No. 1, Jalpaiguri – 735101.

DETAILED NOTICE INVITING e-TENDER

For

"Manufacture, Testing, Supply & Delivery of different types of Clamps, Connectors & Hardware Fittings with all accessories at Chalsa 132 KV Sub-Station under Jalpaiguri Area Office, WBSETCL in Jalpaiguri District".

[Open Domestic Competitive Bidding]

NIT No. : SE & AM/JAL-AO/ELECTRICAL/TENDER/2025-26/T-28/04 , Dated : 29.10.2025

.0 WBSETCL invites single stage double folder bids from eligible and qualified bidders through e-tender for procurement of service as follows:

1.0 **Brief scope of work** : The work covered under this Tender shall be but not limited to the following:

A) Manufacture, Testing, Supply & Delivery of different types of Clamps, Connectors & Hardware Fittings with all accessories at Chalsa 132 KV Sub-Station under Jalpaiguri Area Office, WBSETCL .

B) All the required materials shall be supplied by the vendor in good order & condition.

.0 **Estimated Cost of the Project :** Not Applicable.

1.0 Detailed Specifications, scope of supply and terms and conditions of supply are given in the bidding documents, which are available at the online e-tendering portal **https://wbtenders.gov.in/** or **https://etender.wb.nic.in** as per the following schedule:

Bidding document No.	:	**NIT No. : SE & AM/JAL-AO/ELECTRICAL/TENDER/2025-26/T-28/04 , Dated : 29.10.2025**
Name of work	:	**"Manufacture, Testing, Supply & Delivery of different types of Clamps, Connectors & Hardware Fittings with all accessories at Chalsa 132 KV Sub-Station under Jalpaiguri Area Office, WBSETCL in Jalpaiguri District".**

Estimated amount	:	**Item Rate Tender**
Date of uploading of N.I.T. & other Documents (Online) (Publishing Date)	:	**29.10.2025**
Documents download start date (Online)	:	**29.10.2025 at 06.00 pm**
Last Date of uploading of Pre-Bid Quarries	:	**06.11.2025 up to 03:00 pm**
Pre-Bid Meeting (offline)	:	**07.11.2025 at 01:00 pm**
Bid submission start date (Online)		**08.11.2025 from 06:00 pm**
Bid Submission closing date (Online)	:	**22.11.2025 up to 03:00 pm**
Last Date of submission for Bid Security/ Earnest Money Deposit in original (Offline)	:	**Up to 24.11.2025 up to 03:00 pm**
Opening of Techno-commercial bid (Online)	:	**26.11.2025 from 3:00 pm**
Opening of price bid	:	**To be intimated later**
Bid validity	:	**90 days from the next date of bid opening.**
Completion time of the work and services	:	**All materials are to be delivered at Chalsa 132 KV Sub Station store, WBSETCL within 45 (Forty Five) days from the date of approval of Drawings. Drawings are to be submitted by the manufacturer within 10 (ten) days from the date of placement of order. The delivery schedule mentioned herein is inclusive of the period required for conducting tests, inspection etc. if so required by the Purchaser.**
EMD / Bid Security		**Rs. 11,778.00 (Rupees Eleven Thousand Seven Hundred Seventy-Eight only)**
Tender Fee		**Not Applicable**

2.0 Downloading the bidding documents shall not automatically construe that the bidder fulfils the Qualifying Requirements which shall be determined during bid evaluation based on data/documents uploaded by the bidder

6.0 EMD To be submitted as per following Guidelines:

All bids must be supported by **bid security (EMD)** for an amount of **Rs. 11,778.00 (Rupees Eleven Thousand Seven Hundred Seventy-Eight only) .** Details guidelines here under for submission of bid-security in online mode:

a. The bidder desirous of taking part in tender invited by office of WBSETCL shall login to the e-Procurement portal of Government of West Bengal https://wbtenders.gov.in using his login Id and password.

b. The bidder shall select the tender to bid and initiate payment of EMD. Following payment options are available for paying EMD amount through online mode:

i. Net-banking through Payment Gateway.

ii. **Submission of EMD through BG:** For submission of EMD in the form of BG, bidders will have to opt for EMD Exemption in e-tender portal and upload scanned copy of BG (i.e. **Bank Guarantee of an amount of Rs. 11,778.00 (Rupees Eleven Thousand Seven Hundred Seventy-Eight only) with validity for a period of 180 days from the date of opening of Technical Bids with a claim period of**

another 30 days thereafter) along with requisite testimonials for proportional EMD in the EMD exemption document upload section. Physical copy of BG shall be submitted within the stipulated date at the **office of the SE & Area Manager, Jalpaiguri Area Office, WBSETCL, Shankar Bhavan (Near Raikotpara "Shani Mandir"), Netaji Subhash Road, Ward No. 1, Jalpaiguri – 735101**, within the date as specified above and also to be documented along with the bid and submitted online. Non submission of the acceptable bid security as specified here, in a sealed cover or submission of bid security document of inadequate value shall be rejected by the WBSETCL and in such cases bids shall be considered as non-responsive.

c. EMD amount can be paid either in online mode or submitted through Bank Guarantee (BG)| in full. Partial payment through online mode and remaining submission through BG is not allowed.

For preparation of BG, the Bank details of WBSETCL is given below:
STATE BANK OF INDIA
(00095) – JALPAIGURI
CLUB ROAD, PO-JALPAIGURI, DIST.-JALPAIGURI
WEST BENGAL-735101
Tel : 3561-228230
ACCOUNT NO: 31498439201
IFSC Code: SBIN0000095

d. GENERAL INSTRUCTIONS FOR ONLINE PAYMENT:

➢The bidder will have to mandatorily pay through Net-banking facility once Net banking mode is opted for payment.

➢ Only a single value can be entered as EMD amount in e-tender portal for each tender. However, in case tender has fixed EMD on line item (multiple items) basis, then, for the cases when actual EMD value calculated as per NIT by the bidder is less than the one mentioned in e-tender portal, bidders shall mandatorily opt for Exemption for payment of actual EMD amount and upload the requisite testimonials for proportional EMD and its proportional amount is to be paid **in form BG/ online mode.**

➢The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

e. Refund/Settlement of EMD Amount:

➢For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.

➢ For successful bid(s), EMD will be refunded from WBSETCL authority after completion of tendering process and following due procedures.

➢The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

➢For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 9836547320 and 8017094744 since payment gateway facility used by E-tender portal is maintained by ICICI.

3.0 Bid shall be rejected by the WBSETCL if the bidder fails to submit original Bank Guarantee against Earnest Money Deposit (EMD) physically to the Office of the SE & Area Manager, Jalpaiguri Area Office, WBSETCL, Shankar Bhavan (Near Raikotpara "Shani Mandir"), Netaji Subhash Road, Ward No. 1, Jalpaiguri – 735101 under sealed cover on or before the scheduled date & time as specified above.

4.0 **Delivery Schedule:** All materials are to be delivered at Chalsa 132 KV Sub Station store within **45 (Forty Five)** days from the date of approval of Drawings. Drawings are to be submitted by the manufacturer within 10 (ten) days from the date of placement of order. The delivery schedule mentioned herein is inclusive of the period required for conducting tests, inspection etc. if so required by the Purchaser. Material should be manufactured as per technical specification of WBSETCL as available in www.wbsetcl.in.

5.0 **Controlling Officer:** The S.E & Area Manager, Jalpaiguri Area Office, WBSETCL. (9434910073).

6.0 **Consignee Officer:** The Divisional Engineer (E), Chalsa 132 KV Sub-Station, WBSETCL (9434910502).

7.0 **Paying Officer:** The Assistant Manager (F&A), Jalpaiguri Area Office, WBSETCL. (9434910690).

8.0 After price bid opening, split PO may be issued among different vendors by Piecemeal Distribution.

12.0 All materials to be supplied and delivered by you at your own responsibility at the store of **Chalsa 132 KV Sub-Station , WBSETCL , PO - Chalsa, PS - Matelli , Dist. - Jalpaiguri, PIN – 735206.**

13.Qualifying Requirements for bidders:

14.1 Following shall be the qualification requirements:

a) ***Technical qualifying requirement*: -**

The bidder should be WBSETCL enlisted vendor and should have the past experience of executing similar supply & delivery of same type of materials of amount not less than **7.07 Lakhs including taxes** in the preceding 5(five) financial years under Central/State Government or reputed power utilities of PSUs.

b) **Financial qualifying requirement: -**

Financial QR for the tender are as follows:

Net Worth:	Net Worth should be positive.
Liquid Asset:	**Rs 2.94 Lakhs**. Bidder should have liquid assets (L.A) and/or evidence of access to or availability of credit facilities of equivalent amount.

MAAT:	**Rs. 17.67 Lakhs**

Note: 1.) MAAT: Minimum average annual turnover for the best three years out of the last five financial years.

2.) 'Liquid Asset' shall be as per the last audited accounts available.

14.2 The bidder shall furnish, as part of his bid, scanned copies of documents to be uploaded for establishing the bidder's qualifications. In particular, the following documents need to be uploaded by the bidder:

a. List of contracts for similar works and services executed in the past three years with copies of LoA's and execution status of each contract supported by client's certificate.

b. Audited Annual Accounts of the company for the last three (3) years (in case of companies)

or

IT Return duly acknowledged by the tax department for the last three (3) years (in case of bidders other than companies)

c. **Copies of Professional Tax Clearance Certificate, ~~E.S.I and E.P.F registration numbers~~, PAN and/or TAN Card, Registration Certificate (Form GST REG - 06) issued under Goods and Services Tax Laws.**

14.3 In addition to above, the bidder shall also be required to meet the eligibility conditions and submit a declaration as per Annexure: 5 of Section VI-A of the bidding documents.

14.4 Notwithstanding anything stated herein, WBSETCL reserves the right to inquire and review the bidder's capability and capacity to execute the Works and services.

15 WBSETCL reserves the right to accept or reject any bid partly or fully or cancel the bidding process without assigning any reasons there for and in such case no bidder shall have any claim arising out of such action.

16 Address for seeking any clarifications on the bid documents:

SE & Area Manager, Jalpaiguri Area Office,
WBSETCL
Shankar Bhavan (Near Raikotpara "Shani Mandir"),
Netaji Subhash Road, Ward No. 1, Jalpaiguri – 735101.
Telephone: 9434910073 (M)
E-Mail: sejalao@gmail.

Section II - INSTRUCTION TO BIDDERS

ITB. 1. Responsibility of bidders

ITB.1.1. The WBSETCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretations or deductions the bidder may derive from the data furnished by the WBSETCL. Verbal agreement or conversation with any employee of the WBSETCL either before or after the submission of bid shall not affect or modify any of the terms or obligations contained herein.

ITB.1.2. It shall be the sole responsibility of bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this bidding process including in particular all factors that may affect the bid price and period of supply of Equipment/ Materials.

ITB. 2. Clarifications on bidding documents

ITB.2.1. A prospective bidder requiring any clarification on bidding documents may notify the WBSETCL in writing by post or fax, as per Annexure: 13of Section V-B, to the address mentioned in NIT, not later than the date and time specified in NIT. The WBSETCL will issue clarification(s) as he may think fit not later than fifteen (15) days prior to the deadline/ extended deadline for submission of bids prescribed by the WBSETCL. All such clarifications shall form part of the bidding documents and shall accompany the bidder's Proposal. Written copies of the WBSETCL's response (including an explanation of the query but without identifying its source) will be uploaded in the e-tendering portal in the corrigendum folder which shall be available to all the participant bidders.

ITB.2.2. Any queries sent by the bidders after the date and time notified in NIT or any extended date, if any, shall not be entertained.

ITB. 3. Amendment of bidding documents

ITB.3.1. At any time, but not later than ten (10) days prior to the deadline for submission of bids, the WBSETCL may, for any reason, modify the bidding documents by issue of an addendum/amendment.

ITB.3.2. The addendum/amendment will be intimated (through e-tendering portal, corrigendum folder) to all bidders. The WBSETCL shall assume that the information contained therein have been taken into account by the bidder in its bid. The WBSETCL will bear no responsibility or liability arising out of non-cognizance of the same in time or otherwise by the bidder. WBSETCL may, at its discretion, extend the deadline for the submission of bids.

ITB.3.3. For the information of bidders, the addendum/ amendments, if any, shall be uploaded on the e-tendering portal. The bidders may visit the website https://wbtenders.gov.in/orhttps://etender.wb.nic.in from time to time in their own interest.

ITB. 4. Right to split Order

The WBSETCL reserves the right to split (maximum up to 50% subject to price matching with L1 bidder) the total quantity among more than one bidder.

ITB. 5. Language of the bid

The bid prepared by the bidder and all correspondences and documents relating to the bid, exchanged between the bidder and the WBSETCL shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as the bid is accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

ITB. 6. Documents constituting the bid

The bid to be uploaded duly digitally signed by the bidder which shall consist of the following documents:

a. Bid proposal as per Annexure: 1 of Section V-A.

b. Filled up Annexure -2(BOQ) to be uploaded in financial cover.

c. Forwarding letter for submission of Bid Security as per Annexure: 3a of Section V-A.

d. Bid Security, if in the form of Bank Guarantee/Pay Order/Demand Draft, shall be as per Annexure: 3b of Section V-A

e. A Power of Attorney, in original, as per Annexure: 4 of Section V-A duly attested by a Notary Public, authorising that the person(s) signing the bid has/have the authority to sign the bid and to make the bid binding upon the bidder. A valid General Power of Attorney (duly notarized) in favour of Signatory of the Bid may also suffice this requirement.

f. Filled up form as per Annexure: 5A to 5C of Section V-A to establish that the bidder meets the qualification requirements

g. An Affidavit as per Annexure: 6 of Section V-A affirming the eligibility of the bidder

h. Filled up details of bought-out Equipment / Materials as per Annexure: 7 of Section V-A [Not applicable in the instant tender]

i. Filled up Form furnishing Information on any history of litigation or arbitration resulting from contracts executed in the last five (5) years or currently under execution as per Annexure: 8 of Section V-A

j. Technical Compliance Form, duly digitally signed by the bidder, as per Annexure: 9 of Section V-A to demonstrate the adequacy of the bidder's proposals to meet the technical specifications.

k. Transformer/Reactor loss figures, if applicable, as per Annexure: 10 of Section V-A [**Not applicable in the instant tender**]

l. Any other additional information/ document considered relevant to the bid as per Annexure: 11 of Section V-A

m. Filled-in proforma of the "Deviation Sheet" as per Annexure: 12 of Section V-A

n. Guaranteed Technical Particulars as per the prescribed format given in Technical Specification, if provided.

o. Documentary evidence/testimonials i.r.o. Bid proposal as per Annexure: 1 of Section V-A.

p. Documentary evidence i.r.o. Annexure: 5A to 5C of Section V-A to establish that the bidder meets the qualification requirements [Applicability up to the extent of meeting Technical & Financial QR]. Supportive testimonials i.r.o. Annexure: 9 of Section V-A.

q. Technical literature catalogue of the Equipment / Materials offered

ITB. 7. Cost of bidding

The bidder shall bear all costs associated with the preparation and submission of his bid and WBSETCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

ITB. 8. Bid Prices

ITB.8.1. Price of Equipment / Materials, including type tests charges to be manufactured within/outside India shall be quoted inclusive of all costs as well as duties and taxes paid or payable on goods and services procured to manufacture the equipment / materials. Benefit of Input Tax Credit (ITC) should be adjusted in the quoted price. Amount of discount, if any, shall be adjusted for computation of tax. However, CGST and SGST/UTGST or IGST, as the case, may be shall not be included in the unit price but shall be quoted separately in the Price Schedule. Local transportation including transit insurance and other local costs incidental to delivery of Equipment / Materials to the Site shall also be included in Price Schedule and shall be subjected to

taxes, as applicable. The taxes, duties and levies shall be quoted as per the rates in force on seven (7) days prior to the last date of submission of bids.

ITB.8.2. Equipment / Materials against which no price is entered by the bidder will not be paid for by WBSETCL when delivered and shall be deemed to have been covered in other prices in the Price Schedule where the evaluation is being done on the basis of total prices quoted for all the Equipment / Materials.

ITB.8.3. All the prices shall be quoted in INR (Indian rupees) only. Foreign exchange component or foreign exchange variation will not be entertained for any reason whatsoever.

ITB.8.4. The total bid price at the bottom of Price Schedule shall be indicated both in figures and words.

ITB.8.5. If any rebate/discount is offered, the overall discount in percentage shall be brought out in the Price Schedule and taxes shall be charged after effecting the amount of discount. Conditional rebates/discount, if any, offered by any bidder shall not be considered during bid evaluation.

ITB.8.6. In case WBSETCL observes that the L1 bidder has quoted a price which is eighty percent **(80%) or less than** the WBSETCL's cost estimate, WBSETCL then, shall ask the L1 bidder, for furnishing Additional Performance Guarantee (e.g. Bank Guarantee) equal to 10% of the NIT Cost Estimate valid up to the end of the Contract Period at bidder's expense. Such Additional Performance Guarantee shall remain valid up to the end of the Contract Period, with an additional claim period of ninety (90) days, failing which his bid security may be forfeited.

ITB.8.7. **Price Variation**

ITB.8.7.1. The prices quoted by the bidder shall be firm during the entire period of delivery as specified in the Order and not subject to variation on any account whatsoever, except the statutory variations on account of taxes and duties on the direct transactions between the supplier and Purchaser.

ITB.8.7.2. No price variation will be allowed.

ITB.8.7.3. No price variation will be allowed for bought-out Equipment/ Materials, if any. [**Not applicable here**]

ITB. 9. Period of validity of bids

The bids submitted by the bidder shall remain valid for a period specified in NIT. A bid valid for a shorter period than that prescribed in the NIT shall be rejected by the WBSETCL.

ITB.9.1. In exceptional circumstances, WBSETCL may solicit the bidder's consent to an extension of bid validity for a further period without any change in the terms and conditions of the offer. The request and response thereto shall be made in writing by post or fax followed by post confirmation. The bidder may refuse the request without having his bid security forfeited. Bidders agreeing to the request will neither be required nor permitted to modify their respective bids, but will be required to extend the validity of their bid securities correspondingly. The provisions of ITB. 10regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

ITB. 10. Bid Security

ITB.10.1. The bidder shall physically submit bid security along with a covering letter, as per Annexure : 3a of Section V-A for an amount specified in the NIT, in the form of a Demand Draft/ Banker's Pay Order/ Banker's Cheque, at its option, from any scheduled commercial bank drawn in favour of "WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED" a Bank Guarantee from any scheduled commercial bank favouring WBSETCL which shall remain valid for a period of one hundred and eighty (180) days from the next day of final bid opening date with a further claim period of thirty (30) days, in the prescribed proforma in one (1) original and one (1) copy. The original Demand Draft / Pay Order/Bank Guarantee against Bid Security (As per Annexure-3b) should be submitted physically to the Office of The Chief Engineer, Procurement Department, WBSETCL under sealed cover on or before the scheduled date & time as specified in the Detailed NIT.

ITB.10.2. Any bid not supported with the relevant bid security in adequate value and/or the forwarding letter as per Annexure: 3a/3bof Section V-A will be rejected by the WBSETCL and returned to the bidder with in thirty (30) days of the bid opening date.

ITB.10.3. The bid security shall be forfeited in the following circumstances:

a. If the bidder withdraws its bid as a whole or in part as per ITB. 13, during the period of bid validity specified by the bidder in its bid

b. If the bidder does not accept the correction of its bid price pursuant to ITB. 16

c. If the successful bidder fails, within the specified time limit to accept the Purchase Order unconditionally or, to furnish the Performance Guarantee, in accordance with GPC.6 wherever such guarantee is required to be furnished or does not provide the additional security as per ITB.8.6.

ITB.10.4. Bid security of the unsuccessful bidders will be returned as promptly as possible after the expiration of the validity of bid security or after the issue

and acceptance of Purchase Order by the successful bidder, whichever is earlier.

ITB.10.5. The bid security of the successful bidder will be discharged on furnishing the Performance Guarantee, where required to be furnished, as per GPC.6 and acceptance of Order by the bidder.

ITB.10.6. No interest shall accrue and be paid by the WBSETCL on the bid security.

ITB. 11. Submission of bids

ITB.11.1. Tender documents may be downloaded from website and submission of Technical-Commercial Bid and Price Bid will be done by uploading the same in respective designated folder as per Time Schedule stated in Sl. No.2 of Detailed NIT. Both Techno-commercial Bid and Price Bid are to be submitted concurrently duly digitally signed in the website **https://wbtenders.gov.in/** or **https://etender.wb.nic.in**. The intending tenderers are required to quote the rate online. Tenders are to be submitted through online to the website in respective folders at a time for each work, one in Techno-commercial Proposal & the other is Price Proposal before the prescribed date &time using the Digital Signature Certificate (DSC). The virus scanned documents are to be uploaded duly digitally signed. The documents will get encrypted (transformed into non readable formats).

ITB.11.2. The bid shall be duly digitally signed by the person duly authorized by the bidder. A scanned copy of Original power of attorney of the signatory of bid as per the format given in Annexure: 4 of Section V-A OR a valid General Power of Attorney in favour of Signatory of the Bid has to be uploaded by the bidder.

ITB.11.3. Any interlineations, erasures, overwriting, cutting or alteration shall only be valid if they are digitally singed by the authorized signatory to the bid.

ITB.11.4. Bids may be uploaded within the scheduled time frame as mentioned in the Cl.No.2 of the Detailed NIT. The WBSETCL shall not be responsible for any delay in submission of the bid in the online e-tendering portal.

ITB.11.5. Bids shall be submitted in the manner specified here under:

General guidance for e-Tendering:

Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the contractors to participate in e-Tendering.

i. Registration of Bidder:

Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to https://etender.wb.nic.in **or** https://wbtenders.gov.in the contractor is to click on the link for e-Tendering site as given on the web portal.

ii. Digital Signature certificate (DSC):

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token.

iii. The bidder can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

iv. Participation in more than one work:

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

v. Submission of Tenders:

Tenders are to be submitted through online to the website stated above in two folders at a time for each work, one in Techno-commercial Proposal &the other is Price Proposal before the prescribed date &time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

I. Techno-commercial Proposal:

Techno-Commercial proposal should consist of the given below documents and should be uploaded in the given below manner:

A. **Technical Packet Cover**: Containing the following documents:

1. ***DOCUMENTS WHICH SHOULD BE UPLOADED IN THE SUBFOLDERS PROVIDED UNDER "FEE/PREQUAL/TECHNICAL"COVER)***

1st Folder Name :-> (Bid Proposal, Power of Attorney (If applicable) and* Affidavit regarding Eligibility*)

Documents:

a. Bid proposal as per **Annexure: 1** of Section V-A

b. A scanned copy of Original Power of Attorney, as per **Annexure: 4** of Section V-A duly attested by a Notary Public, authorising that the person(s) signing the bid has/have the authority to sign the bid and to make the bid binding upon the bidder is to be uploaded. (*While the original Power of Attorney shall be submitted physically (offline) to the Office of The Chief Engineer, Procurement Department, WBSETCL under sealed cover on or before the scheduled date & time as specified in the detailed NIT*).

c. A scanned copy of Original notarized Affidavit regarding Eligibility as per **Annexure: 6** of Section V-A affirming the eligibility of the bidder is to be uploaded. (*While the original Affidavit regarding Eligibility shall be submitted physically(offline) to the Office of The Chief Engineer, Procurement Department, WBSETCL under sealed cover on or before the scheduled date & time as specified in the detailed NIT*).

***2nd* Folder Name:-> (EMD, Tender Fee and Forwarding Letter for Bid Security)**

Documents:

a. A scanned copy of Bid Security, in the form of Bank Guarantee/Pay Order/Demand Draft, shall be as per **Annexure: 3b** of Section V-A is to be uploaded. (*While the original Bid Security shall be submitted physically(offline) to the Office of The Chief Engineer, Procurement Department, WBSETCL under sealed cover on or before the scheduled date & time as specified in the detailed NIT*).

b. Forwarding letter for submission of Bid Security as per **Annexure: 3a** of Section V-A to be uploaded.

c. A scanned copy of Tender Fees, in the form of Banker's Cheque/Pay Order/Demand Draft, shall be as per **Clause No. 7.0** of Detailed NIT is to be uploaded. (*While the original Tender Fee shall be submitted physically(offline) to the Office of The Chief Engineer, Procurement Department, WBSETCL under sealed cover on or before the scheduled date & time as specified in the detailed NIT*).

3rd Folder Name:> (Annexures)

Documents:

a. Filled up form as per **Annexure: 5A to 5C** of Section V-A to establish that the bidder meets the qualification requirements

b. Filled up details of bought-out Equipment / Materials as per **Annexure: 7** of Section V-A [**Not applicable in the instant tender**]

c. Filled up form furnishing information on any history of litigation or arbitration resulting from contracts executed in the last five (5) years or currently under execution as per **Annexure: 8** of Section V-A

d. Technical Compliance Form, duly digitally signed by the bidder, as per **Annexure: 9** of Section V-A to demonstrate the adequacy of the bidder's proposals to meet the technical specifications.

e. Transformer/Reactor loss figures, if applicable, as per **Annexure: 10** of Section V-A

f. Any other additional information/ document considered relevant to the bid as per **Annexure: 11** of Section V-A

g. Filled-in proforma of the "Deviation Sheet" as per **Annexure: 12** of Section V-A.

4th Folder Name:-> [NIT and Technical Specification with its Corrigenda(if any) and GTP]

Documents:

a. NIT
b. Technical Specification
c. Filled up Guaranteed Technical Particulars Format, if provided with the Technical Specification
d. Corrigenda published (if any).

B. **Other Important Document (OID) Cover**: containing the following documents:

i. Copies of TAN Registration No., Registration Certificate (Form GST REG - 06) issued under Goods and Services Tax Laws.

ii. Audited Annual Accounts of the company for the last five (5) years (in case of companies)

or

IT Return duly acknowledged by the tax department for the last five (5) years (in case of bidders other than companies).

[**Applicability up to the extent of meeting Financial QR**]

iii. Registration Certificate under Companies Act.

or

Documentary evidence regarding category of the manufacturer (Micro / Small / Medium / Large) like Registration Certificate issued by SSI / NSIC / Directorate of Industries etc.

iv. If the bidder is an authorized dealer/supplier/ sole selling agent/Indian subsidiary of a foreign manufacturer, or the original manufacturer supplies the Equipment / Materials through a dealer, supplier, sole selling agent in India or Indian subsidiary, an authorisation letter from such original manufacturer needs to be furnished by the bidder. [**Not applicable in the instant tender**].

v. List of purchase order references for similar supplies in the past five (5) years with copies of un-priced/priced purchase orders and execution status of each order supported by duly acknowledged delivery challans or excise duty gate passes or, client's certificate. [**Applicability up to the extent of meeting Technical QR**].

vi. Confirmation regarding availability of in-house inspection/ testing facilities or access through other government approved agencies for performing inspection/ testing.

vii. Performance Certificates from the user for successful operation of similar equipment. [**Applicability up to the extent of meeting Technical QR**].

viii. Copies of Type Test Certificate of the Equipment / Materials included in the scope of supply as per relevant IS / IEC. [**Applicability up to the extent of meeting Technical Specification of the Tender**]

ix. Registered Deed of partnership Firm / Article of Association & Memorandum.

N.B: Failure of submission of any of the above mentioned documents as stated under the head "**Technical Packet & Other Important Document Cover**" will

render the tenderer liable to be rejected for both Technical Packet&Other Important Document Cover.

II. Price Proposal:

Price proposal should consist of the given below documents and should be uploaded in the given below manner:

1. **DOCUMENTS WHICH SHOULD BE UPLOADED IN THE SUBFOLDERS PROVIDED UNDER "FINANCIAL"COVER**

FOLDER NAME:-> (BOQ)

DOCUMENTS:

A. **BOQ.**

THE ABOVE STATED OID /TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER

Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Other Important Document (OID)' to send the selected documents to OID folder.

Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents.

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	TAN Registration No., Registration Certificate (Form GST REG - 06) issued under Goods and Services Tax Laws. Latest P Tax (Chalan) Latest IT Receipt.
B.	Company Detail(s)	Company Detail	Registration Certificate under Companies Act or Documentary evidence regarding category of the manufacturer (Micro / Small / Medium / Large) like Registration Certificate issued by SSI / NSIC / Directorate of Industries/ Partnership Firm (Partnership Deed, Trade License)/ Society (Society Registration Copy, Trade License)

			etc. and Memorandum of Association and Articles of Association of the Company.
C.	Credential	Credential - 1(Technical QR) Credential -2(other papers)	Performance Certificates from the user for successful operation of similar equipment. [Applicability up to the extent of meeting Technical QR]. Documentary evidence for delivery of the tendered items supported by duly acknowledged delivery challan or excise duty gate passes or, client's certificate [Applicability up to the extent of meeting Technical QR]. Copies of Type Test Certificate of the Equipment / Materials included in the scope of supply as per relevant IS / IEC. [Applicability up to the extent of meeting Technical Specification of the Tender] Confirmation regarding availability of in-house inspection/ testing facilities or access through other government approved agencies for performing inspection/ testing. Technical Literature & Catalogue List of purchase order references for similar supplies in the past five (5) years with copies of un-priced/priced purchase orders and execution status of each order supported by duly acknowledged delivery challans or excise duty gate passes or, client's certificate in line with Annexure-5B & 5C of Section V-A of the tender document. [Applicability up to the extent of meeting Technical QR].
D	Financial Info		Audited Annual Accounts of the company for the last Five (5) years (in case of companies) or IT Return duly acknowledged by the tax department for the last Five (5) years (in

			case of bidders other than companies). Tax Audited Report along with Balance Sheet & Profit & Loss A/c. for the last 5 (Five) years (year just preceding the current Financial Year will be considered as year – I)

ITB. 12. Deadline for Submission of bids

ITB.12.1. Bids must be received by WBSETCL at the online e-tendering portal address specified in NIT no later than the time and date mentioned in NIT. In the event of the specified date for submission of bids being declared a holiday for the WBSETCL, the bids will be received up to the appointed time on the next working day. Such postponement of date will not have any impact on the other dates specified in the bidding documents (i.e. bid validity and validity of bid security).

ITB.12.2. The WBSETCL may, at his discretion, under intimation to the bidders who have purchased the bidding documents, extend the deadline for the submission of bids/ opening of bids by issuing an addendum and hosting the same on the website, in which case all rights and obligations of WBSETCL and bidders previously subject to the original deadline shall thereafter subject to the deadline as extended.

ITB.12.3. In the event, the deadline for submission of bid is extended by the WBSETCL, the bidders who have already submitted their bids within the original deadline of submission shall have the option to upload their revised bid in substitution either in full or in part of earlier bid. In the absence of a revised bid, the original bid shall be considered for opening and subsequent evaluation. Wherever, the bidder has submitted the revised bid in full, in modification of earlier bid, the earlier bid shall be returned unopened to the bidder.

ITB.12.4. Any bid received by the WBSETCL after the bid submission deadline as per ITB. 12will be rejected and returned unopened to the bidder.

ITB. 13. Withdrawal of bids

ITB.13.1. The bidder shall not be permitted to withdraw their bid during the interval between bid submission deadline (as mentioned in NIT) and the period of bid validity as per ITB. 9. If any withdrawal of bid is made by the bidder during the above period, it shall result in the forfeiture of the bid security.

ITB. 14. Bid Opening

ITB.14.1. WBSETCL will open the bids electronically at e-tendering portal by the authorized personnel(s) using their Digital Signature Certificate (DSC), at the scheduled date & time for opening of bids as mentioned in NIT or on the date and time as intimated to the bidder on successful completion of evaluation of techno-commercial bids in case of Single-stage two envelope bidding. The bidders' representatives who desire may attend/witness the bid opening event through e-tendering portal at their respective end. In the event of the specified date for the opening of bids being declared a holiday for the WBSETCL or suspended for any involuntarily reasons, the bids will be opened at the appointed time & date which shall be intimated/communicated to all the intending bidders.

ITB.14.2. Bids that are not opened at bid opening will not be considered for further evaluation, regardless of the circumstances. The reason for which bids are not being opened will be notified to all the bidders through e-tendering portal.

ITB.14.3. The bidders' names, bid withdrawal and the presence or absence of the requisite bid security and such other details as WBSETCL, at his discretion, may consider appropriate will be notified in the e-tendering portal at the bid opening date.

ITB.14.4. In the case of Single stage two-envelope bids, on the date of opening of bid, the techno-commercial bid shall only be opened. The date for opening of the Price bid shall be intimated electronically at the appropriate time to the bidders whose bid is found responsive in the techno-commercial evaluation.

ITB.14.5. In the event, the WBSETCL, in its discretion, decides not to open the bid for want of adequate response to the bidding,the WBSETCL may either extend the bid submission deadline in pursuant to ITB.12.3or cancel the bidding process.

ITB. 15. Clarification on bids

ITB.15.1. During bid evaluation, WBSETCL may, at its discretion and if so required, ask the bidders for any clarification in support of their compliance to stipulated Qualifying Requirements (QR) or any other matter related to its bid except to the extent in ITB.15.2. The request for clarification required from the bidder and the response there to shall be in writing and shall be delivered by registered post/speed post/ courier/ hand delivery under acknowledgement/ email/ fax so as to reach the WBSETCL within the time specified in the request for clarification issued by the WBSETCL.

ITB.15.2. Any post-bid change in the price or substance (techno-commercial) of the bid shall not be sought, offered or accepted, if given by the bidder.

ITB. 16. Correction of arithmetical errors in price bid

ITB.16.1. Arithmetical errors will be corrected at the time of evaluation of price bid and the corrected figure will be considered for bid evaluation. The corrections in the bid price shall be done as per the provisions of this clause and shall be binding on the bidder. If the bidder does not accept the correction of errors as per the provisions of this clause, his bid will be rejected and the bid security will be forfeited.

ITB.16.2. If there is a discrepancy between the product of unit price and quantity and the total price for the concerned item, the product of unit price and quantity will prevail and the total price will be corrected. If there is discrepancy between summation of subtotals and total price, the summation of subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figure, the amount in words will prevail.

ITB.16.3. The total price so corrected shall be considered for the purpose of evaluation of bid. However, for the purpose of award, the corrected price by the WBSETCL or the bid price quoted by the bidder, whichever is lower, will be taken.

ITB.16.4. Bids will be corrected for the rates of taxes & duties if incorrect rates are taken by the bidder. For the purpose of bid comparison and evaluation, the rates of taxes & duties in force as on seven (7) days prior to the last date of submission of bids would be considered.

ITB. 17. Delivery Schedule

The basic consideration and the essence of the Order shall be the strict adherence to the delivery schedule specified in the detailed NIT. No credit will be given for earlier completion for the purpose of evaluation.

ITB. 18. Procedure of Evaluation of bids

ITB.18.1. The WBSETCL will carry out a detailed evaluation of the bids determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. Bids submitted by bidders with any technical or commercial deviations may be liable to be rejected. Bidders shall submit a filled-in proforma as per Annexure:12 of Section V-A.

ITB.18.2. The WBSETCL will determine to its satisfaction whether the selected bidder has submitted the lowest evaluated responsive bid and is qualified in terms of the qualifying requirements stipulated in NIT and has the adequate capacity and capability to execute the Order.

ITB.18.3. Wherever mentioned in the NIT, the evaluation will take into account the bidder's capacity and capabilities, in particular its work in hand and future commitments wherever required. It will be based upon an examination of the

documentary evidence of the bidder's capability submitted by the bidder, as well as such other information as the WBSETCL deems necessary and appropriate.

ITB.18.4. The final evaluated bid prices [Total Landed Price] of all the bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest bid will be selected for placement of Order. However, the WBSETCL reserves the right not to accept the lowest bidder.

ITB.18.5. WBSETCL, at its discretion, may take into consideration the delay in delivery of material/rejection of inspection calls/making fake inspection calls against earlier purchase order(s) executed by a bidder while finalizing the ordered quantity in respect of any Equipment / Materials against the subject tender.

ITB.18.6. The evaluation of bid shall be done on the basis of ***"each group (Group A & B) of supply".*** Where evaluation is done on the basis of each ***group*** of supply, the bidder evaluated as the lowest bidder for any ***group*** of supply would be considered as the successful bidder for such item. – ***Not Applicable.***

ITB. 19. Purchase Order

ITB.19.1. After approval of bid evaluation, WBSETCL will issue the Purchase Order to the successful bidder as per Annexure: 14 of Section V-Band send it by registered/speed post or courier in two (2) copies. The Order shall contain the description of the Equipment / Materials, price and period of supply and other terms and conditions.

ITB.19.2. The successful bidder shall sign and record "Accepted Unconditionally" with stamp and date, and return one (1) copy of the PO within seven (7) days of date of issue of the Order, to WBSETCL as acknowledgment of unconditional acceptance of the Order.

ITB. 20. Variations

ITB.20.1. The WBSETCL may vary the quantity of the Equipment / Materials to be supplied by plus/minus (±) twenty-five percent (25%) any time during the execution of the Order. The total value of Order shall be adjusted in case of change in quantity of Equipment / Materials based on the unit price indicated in the Purchase Order.

ITB.20.2. The WBSETCL may place repeat order within a period of six (6) months from the date of completion of the Order for quantity not exceeding fifty percent (50%) of the ordered quantity on successful completion of the Order and if so required by the WBSETCL, on the basis of existing rates, terms and conditions.

ITB. 21. Corrupt or Fraudulent Practices

ITB.21.1. The WBSETCL requires that the bidders/Suppliers observe the highest standards of ethics during the procurement and execution of the Order.

ITB.21.2. In pursuance of this policy, the WBSETCL defines, for the purposes of this provision the terms set forth below as follows:

a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in execution of the Order.

b. "Fraudulent practice" means a misinterpretation of facts in order to influence the procurement process or the execution of Order to the detriment of the WBSETCL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the WBSETCL of the benefits of free and open competition.

ITB.21.3. The WBSETCL will reject a bid or cancel the Purchase Order if already placed, if it determines that the bidder recommended for award or on whom the Purchase Order has already been placed has engaged in Corrupt or Fraudulent practices in competing for the Order in question.

ITB.21.4. The WBSETCL may declare a firm ineligible for issue of Purchase Order, either indefinitely or for a stated period of time, if it any time determines that the firm has engaged in Corrupt or Fraudulent practices in competing for or in executing an earlier order of the WBSETCL.

ITB. 22. WBSETCL's right to accept any bid, and to reject any or all bids

WBSETCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all Bids at any time prior to award of Purchase Order, without thereby incurring any liability to bidders.

GPC.1. Definitions

The following words and expressions shall have the meaning hereby assigned to them.

GPC.1.1. "Defect Liability Period" means the period of validity of the warranties given by the Supplier commencing at completion of the supply, during which the Supplier is responsible for rectification of defects and damages with respect to the Equipment / Materials as provided in GPC.17

GPC.1.2. The terms "Equipment" and "Materials" shall mean and include all things to be provided by the Supplier in terms of the provisions of the Order.

GPC.1.3. "GPC" means the General Purchase Conditions hereof.

GPC.1.4. Periods
In these provisions "Day" means calendar day. However, "Working day" as used herein means all calendar days excluding Sundays and Government holidays in West Bengal. "Month" and "Year" and all dates shall be reckoned according to the Gregorian calendar.

GPC.1.5. "Price Schedule" means the schedules or any part or individual schedule thereof, submitted by the bidder with his bid.

GPC.1.6. "Purchase Order" (PO) or Order means notice of acceptance of the bid in writing to the successful bidder, indicating the sum WBSETCL will pay for the procurement of Equipment / Materials along with the terms and conditions of supply.

GPC.1.7. "WBSETCL" means West Bengal State Electricity Transmission Company Limited (WBSETCL), Kolkata, and includes its legal successors and permitted assigns.

GPC.1.8. "Supplier" shall mean the individual firm, company or corporation whether incorporated or otherwise to whom the Purchase Order is addressed and shall include its legal successors and permitted assigns.

GPC.1.9. "Site" includes the place or places, where Equipment/Materials are to be delivered and/or the place of installation of Equipment/ Materials as specified by the WBSETCL.

GPC.1.10. 'Order value' means the sum total of contract price stated in the Letter of Award as payable to the supplier for supply of the equipment/ materials under the scope of the order subject to such addition & adjustment thereto or deductions there from as may be made pursuant to the terms of the Order. In

case where separate identifiable equipment/ materials can be delivered and taken over by the purchaser and for which separate delivery schedule is provided in the Order, in relation to such supply, the order value shall mean the price relatable to such supplies completed and taken over by the Purchaser.

GPC.2. Governing Law

The Purchase Order shall be governed by and interpreted in accordance with laws in force in India including any such Laws promulgated or comes into force during the period of the Purchase Order. The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Purchase Order.

GPC.3. Disputes

GPC.3.1. If any dispute or difference of any kind whatsoever will arise between the WBSETCL and the Supplier in connection with or arising out of the Order, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation. If, after ninety (90) days from the date of dispute is first brought to the notice of any party and the parties have failed to resolve their dispute or difference by such mutual consultation, then either the WBSETCL or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of the matter may be commenced unless such notice is given.

GPC.3.2. Arbitration

GPC.3.2.1. The WBSETCL shall appoint an arbitrator whose decision shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement. If, for any reason, an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate and a substitute shall be appointed in the same manner as the original arbitrator.

GPC.3.2.2. The arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of the arbitration shall be equally shared by the WBSETCL and Supplier. The arbitration shall be conducted at Kolkata.

GPC.3.2.3. Notwithstanding any disputes with reference to the Order pending for arbitration ,the Supplier shall continue to perform his obligations in accordance with the WBSETCL's decision or instruction, and WBSETCL shall also continue to perform his obligations under the Order including payment of any monies due to the Supplier.

GPC.4. Terms and Procedure for Payment

GPC.4.1. The payments to the supplier for the performance of the Order will be made by the WBSETCL as per terms and conditions specified in the Purchase Order. No payment made by the WBSETCL herein shall be deemed to constitute acceptance by the WBSETCL of the Equipment / Materials or any part thereof. The currency of bid and payment shall be Indian rupees and no foreign exchange variation will be permitted except as provided in the Price Variation formula.

GPC.4.2. Price variation, where applicable, will be allowed on quoted ex-works price of bidders' own manufactured Equipment / Materials only up to the scheduled date of delivery or actual date of delivery whichever is earlier. Any increase in price, beyond the scheduled delivery period of the Order will not be borne by WBSETCL, if the delay is due to any default on the part of the Supplier. However, if the delay is attributable to the WBSETCL, price escalation will be borne by the WBSETCL.

GPC.5. Specifications and Drawings

Any information, details etc called for in the specification and not shown in the drawings and vice-versa have the same effect and meaning as if called for and shown both in the specification and drawings.In case of conflict between drawings and the specifications, the decision of the WBSETCL or his duly authorised representative shall be final and binding.

GPC.6. Performance Guarantee

GPC.6.1. The Supplier shall furnish an unconditional and irrevocable Performance Guarantee in favour of the WBSETCL as per the format provided in Annexure: 15a of Section V-B,towards performance guarantee for faithful and due fulfilment of all obligations under the Order within thirty (30) days from the date of issue of the Purchase Order. Subject to ITB.8.6, **Performance Guarantee shall normally be furnished for an amount equal to ten percent (10%) of the Order value from a scheduled commercial bank in India.** Subject to GPC.6.2, **the Performance Guarantee shall remain valid up to ninety (90) days after the Defect Liability Period, with an additional claim period of ninety (90) days. Applicable for procurements over Rs. 50 Lakh.**

GPC.6.2. In cases where the Defect Liability Period is more than eighteen (18) months, the existing Performance Guarantee of ten percent (10%) shall be reduced to five percent (5%) of the value of the Order, on completion of supply. The existing performance guarantee shall be returned to the Supplier on the submission of a fresh performance guarantee as per the format provided in Annexure: 15b of Section V-B, valid up to ninety (90) days after the Defect Liability Period, as mentioned in the Purchase Order, with an additional claim period of ninety (90) days.

GPC.6.3. The value of the Performance Guarantee shall not be construed as a limiting factor for the damages under Defects Liability Period.

GPC.6.4. The WBSETCL reserves the right to verify the authenticity of the Performance Guarantee from the issuing bank.

GPC.6.5. The Performance Guarantee shall be executed on non-judicial stamp paper. The guarantee is liable to be forfeited in case of non-compliance of Order or failure to complete the Order. Order is liable to be cancelled for non-submission of Guarantee in time with forfeiture of earnest money (bid security).

GPC.6.6. The Bank Draft / Pay Order for an amount equivalent to ten percent (10%) of the ordered value will also be accepted in place of Bank Guarantee.

GPC.6.7. The Performance Guarantee is liable to be invoked on demand of WBSETCL, for any breach under the Order irrespective of any dispute or difference between WBSETCL and the Supplier, pending before any court, tribunal or any other authority,

GPC.6.8. The Performance Guarantee shall be returned to the Supplier within ninety (90) days after receipt of request for release of Performance Guarantee along with certification regarding completion of Defects Liability Period. No claim shall be made against the Performance Guarantee after the issue of Defects Liability Certificate. However, no costs shall be paid for the Performance Guarantee by the WBSETCL, irrespective of date of release.

GPC.7. Taxes, Duties and Other Levies

GPC.7.1. CGST and SGST/UTGST or IGST, as the case may be, and any other levies/ duties payable shall be shown separately in the tax invoice. This shall be to the account of the WBSETCL, unless otherwise mentioned in the Purchase Order.

GPC.7.2. For the purpose of the Order, the price for the ordered quantity is based on the taxes, duties, levies and charges prevailing at the date seven (7) days prior to the last date of bid submission (hereinafter called "Tax" in this paragraph). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Order, which was or will be assessed on the Supplier in connection with performance of the Order, an equitable adjustment of the Order price shall be made to fully take into account any such change by addition to the Order price or deduction there from, as the case may be. The WBSETCL shall not be liable to make any adjustment for the change in Tax in respect of transactions between Supplier and its sub-vendors, as disclosed in Annexure: 7 of Section V-A.

GPC.7.3. In case of any Equipment/ Materials directly sourced by the Supplier from outside India, no Custom Duty or its variation, if any, will be paid separately.

However, the supplier shall pass on the benefit of Input Tax Credit (ITC) of IGST paid or payable at the time of import.

GPC.7.4. The WBSETCL shall not take any additional liability towards enhanced taxes, duties and price variation beyond the scheduled delivery period as incorporated in the Purchase Order, if the delay is due to any failure on the part of the Supplier.

GPC.7.5. WBSETCL shall deduct tax from the payment made or credited to the supplier on the taxable goods at applicable rate.

GPC.8. Patent rights & Royalties

GPC.8.1. Royalties and fees for patents covering Equipment / Materials shall be deemed to have been included in the price quoted by the Supplier. The Supplier shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the WBSETCL indemnified in that regard.

GPC.8.2. The Supplier shall indemnify and hold harmless the WBSETCL, his successors or assignees, its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the WBSETCL may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Order by reason of sale of the products produced by the Equipment / Materials in any country. Such indemnity shall not cover any use of the Equipment / Materials or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Order, any infringement resulting from the use of the Equipment / Materials or any part thereof, or any products produced thereby in association or combination with any other Equipment / Materials not supplied by the Supplier, pursuant to the Order.

GPC.9. Design and Engineering

The matters regarding submission and approval of drawings/ samples/models or any other information related thereto shall be governed by the provisions made in the Technical Specification as per Section IV.

GPC.10. Quality Assurance Plan

If mentioned in the Purchase Order, the Supplier shall have to submit a Quality Assurance Plan as per Appendix 1 to Annexure: 14 of Section V-B, indicating the specific quality control procedure and practices adopted in the major activities of production to ensure manufacturing standard, immediately on receipt of the Purchase Order.

GPC.11. Packing

The Equipment / Materials shall have to be securely packed in optimum quantity and size so that each package is capable of handling and is transportable as indicated in the Technical Specifications. Due care shall be taken during transportation to keep the packing and Equipment / Materials in good order condition for acceptance by Site.

GPC.12. Inspection & Testing

GPC.12.1. The Supplier shall give at least fifteen (15) days prior intimation about the readiness of the Equipment / Materials at the Supplier's works for testing and inspection. Supplier while making the inspection call shall:

a. confirm the readiness of the Equipment / Materials for the inspection and testing;
b. availability of necessary equipment for such testing;
c. Submit copies of routine test certificates indicating the test results in six (6) copies to the inspecting authority, failing which the inspection call will not be accepted.

GPC.12.2. The Inspection will be carried out by the Engineering department/ (O&M) department of WBSETCL. The WBSETCL shall, at first confirm by the quickest possible means and later in writing, of his intention to attend the tests. The WBSETCL shall attend the testing at the place so named within this period.The Equipment / Materials shall be subjected to tests as per relevant standards mentioned in the Technical Specification. If the standard has the provision of routine tests, each Equipment / Materials shall be subjected to those routine tests. If the Equipment / Materials are found acceptable after inspection and testing, the same shall be suitably marked by the WBSETCL's inspecting officer. All necessary assistance in this regard shall be extended by the Supplier to the WBSETCL's inspecting team free of cost.

GPC.12.3. If the WBSETCL or his designated representatives fails to attend the test and/or inspection or if it is agreed between the parties that WBSETCL's representative shall not attend the test, then the WBSETCL may advise the Supplier in writing to proceed with the test and/or inspection in the absence of WBSETCL's representative. The Supplier shall provide the WBSETCL with a certified report of the results thereof.

GPC.12.4. Cost of inspection & testing
The entire cost of the inspection and testing of the Equipment / Materials as per requirement shall be borne by the Supplier. The expense of the inspectors of WBSETCL towards lodging, boarding and travel and other incidental expenditure shall be borne by WBSTECL.

GPC.12.5. Calibration of testing equipment

Calibration Certificate issued by laboratory accredited by NABL, CPRI, ERDA or equivalent institutions as acceptable to the WBSETCL may be accepted unconditionally provided the certificate bears the logo of the accreditation body. If during Inspection & Testing, Supplier fails to produce Calibration Certificate of the testing equipment as indicated above, the inspection shall not be carried out and such inspection call shall be treated as fake inspection call and costs thereof shall be recovered by the WBSETCL accordingly.

GPC.12.6. The WBSETCL reserves the right to reject Equipment / Materials found to be not complying with the requirement of the specifications and standards. The Supplier shall extend all facilities for such inspection and testing for which no extra cost shall be charged by the Supplier.

GPC.12.7. Repetition of Tests

If any of the Equipment / Materials fails to pass during inspection and testing, the Supplier shall arrange for repeat tests as per standards specified inTechnical Specifications, at his own cost and expenses.

GPC.12.8. Cost of fake inspection call

In case of failure to make available the Equipment / Materials for inspection as per the inspection call given by the Supplier of any particular lot of Equipment / Materials, re-testing fee will be charged @ Rs. 5,000/- (within the State of West Bengal) & @ Rs.20,000/- (outside State) for carrying out each subsequent inspection of that particular lot, after the re-offer.

GPC.12.9. Reports of Inspection and Tests

After the tests have been completed at the Supplier's works, the Supplier shall submit six (6) copies of test reports to the WBSETCL.Material Inspection Clearance Certificate (MICC)-cum-Delivery Instruction (DI) will be issued by the inspection team of the WBSETCL on successful completion of inspection and testing.

GPC.13. Delivery

GPC.13.1. Delivery schedule will be as mentioned in the Purchase Order and it shall be adhered to. Delay in meeting scheduled delivery period as stipulated shall be liable for liquidated damages.

GPC.13.2. After receiving dispatch clearance/dispatch instruction (DI) from the WBSETCL, the Supplier shall deliver the Equipment / Materials suitably packed at the place of delivery.The Equipment / Materials are to be booked only by road and should be suitably packed and fully insured against all risks.The Equipment / Materials should be delivered as per the DI immediately.After dispatch of Equipment / Materials by road, the Supplier shall notify the WBSETCL about the value of consignment, weight and dimension of consignment by fax and post a copy by registered post, enclosing all the

relevant documents, on the strength of which the consignment can be taken delivery at destination.

GPC.13.3. The Equipment / Materials delivered to Site will be subjected to re-inspection/testing and if any discrepancy/dispute in quality arises, the Supplier shall have to replace the entire lot at the Supplier's cost.

GPC.13.4. The required number of way bills (Part II) shall be generated by the Supplier as per online way bill issue system of the State Commercial department as prescribed from time to time. The WBSETCL shall not be responsible for any delay or any consequences resulting from the issue of way bill.

GPC.14. Removal of rejected Equipment / Materials and replacement

GPC.14.1. If upon delivery, whether inspected and approved earlier or otherwise, the Equipment / Materials is not in conformity with the specifications, the same shall be rejected by the WBSETCL or his duly authorised representative and notification to this effect will be issued to the Supplier within ninety (90) days from the date of receipt of the Equipment / Materials at the Site.

GPC.14.2. The Supplier shall arrange at his cost for removal of the rejected Equipment / Materials within thirty (30) days from the date of notification. In the event, the Supplier fails to remove the Equipment / Materials within the said thirty (30) days, the WBSETCL shall be at liberty to dispose of such Equipment / Materials in any manner as he may think fit. All such expenses shall be recoverable from the Supplier.

GPC.15. Risk Purchase

GPC.15.1. If the Supplier fails to deliver the Equipment / Materials within the specified delivery period, the WBSETCL shall be entitled to purchase the Equipment / Materials, or if not available, the best and nearest available substitute from elsewhere on the account and at the risk of the Supplier. The WBSETCL will also be entitled to cancel the Order, either in part or in full, and the Supplier shall be liable to compensate the WBSETCL for any loss or damage which the WBSETCL may sustain by reason of such failure on the part of the Supplier.

GPC.15.2. If there is a failure to execute the Order, or there is any breach on the part of the Supplier in the terms and conditions of the Purchase Order, the WBSETCL reserves the right to invoke performance guarantee and may deduct the additional amount, if any, so incurred by the WBSETCL from other claims/bills lying with the WBSETCL against the relevant Order or any other Order.

GPC.16. Liquidated Damages

Supply and delivery (physical delivery of Equipment / Materials at the place of delivery in accordance with the Delivery Instruction) of the Equipment / Materials should be as per the delivery schedule. If the Equipment / Materials are not delivered within stipulated period as per delivery schedule, WBSETCL reserves the right to repudiate the Purchase Order. But the WBSETCL may, at his discretion, extend the delivery schedule subject to imposition of liquidated damages at half percent (0.5%) of the value of the Equipment / Materials physically delivered beyond the schedule delivery period for each week of delay or part thereof up to a maximum limit of five percent (5%) of the value of total Order value and accept the Equipment / Materials beyond the stipulated period. Liquidated damages, if any, shall be recovered from the outstanding bills/performance guarantee.

GPC.17. Defects Liability

GPC.17.1. In the event of any defect in the Equipment / Materials arising out of faulty design, materials, workmanship within the Defects Liability Period as mentioned in the Purchase Order, the Supplier shall be responsible for rectification of the defect, damage or replacement of the defective or damaged Equipment / Materials to the satisfaction of the WBSETCL.

GPC.17.2. If any defect shall appear or damage occurs in the Equipment / Materials, the WBSETCL shall forth with inform the Supplier in writing for taking up the immediate rectification work within the period specified in such notice.

GPC.17.3. The Supplier shall rectify the defect or damage or replace the Equipment / Materials at his cost, within the time specified in the notice, to the satisfaction of the WBSETCL. If the Equipment / Materials are required to be taken to the works of the Supplier for the purpose of repairs or rectification, the Supplier shall be authorized to take such Equipment / Materials only on the submission of a bank guarantee, as per Annexure: 16 of Section V-B, equivalent to the ordered value of such Equipment / Materials being taken back to the works of the Supplier.

GPC.17.4. If the Supplier fails to rectify the damage/defect within the specified time, the WBSETCL may carry out the work himself or get it done by others at the risk and cost of Supplier. The Supplier shall pay to the WBSETCL, the cost of such work carried out by the WBSETCL within fifteen (15) days of receipt of notice thereof from the WBSETCL.

GPC.17.5. The WBSETCL shall have a right to invoke the Performance Guarantee for failure on the part of the Supplier to pay the cost as referred in GPC.17.4 above, or failure to full fill its obligations under the Defect Liability Period.

GPC.17.6. Upon completion of the Defects Liability Period and upon fulfilment of all obligations by the Supplier with respect to the Purchase Order, the WBSETCL

shall issue a Defect Liability certificate within thirty (30) days of such completion.

GPC.18. Compliance of regulations

GPC.18.1. The Supplier shall ensure that all Equipment / Materials covered by the Order shall have been produced, sold, dispatched, delivered, tested and commissioned in strict compliance with all applicable laws, regulations including Industries (Development & Regulations) Act, 1951 and any amendments there under, any labour laws, working conditions and technical codes and requirement as applicable from time to time.

GPC.18.2. The Supplier shall deliver such documents as may be required by the WBSETCL as an evidence of compliance. Any liability arising out of contravention of any of the laws in executing the Order shall be the sole responsibility of the Supplier and the WBSETCL shall not be responsible in any manner whatsoever.

GPC.19. Force Majeure

Supplier shall not be considered in default if delay in delivery occurs due to reasons beyond his control such as acts of God, natural calamities, civil wars, strikes, fire, frost, floods, riot and acts of unsurpassed power. Only those reasons which have duration of more than seven (7) days shall be considered as Force Majeure. A notification to this effect duly certified by local chamber of commerce/statutory authorities shall be given by Supplier to the WBSETCL. In the event of delay due to Force Majeure, the delivery schedule will be extended for a length of time equal to the period of Force Majeure, or at the option of the WBSETCL, the Order may be cancelled. Such cancellation, would be without any liability whatsoever on the part of the WBSETCL.

GPC.20. Termination

The WBSETCL reserves the right to cancel the Order in part or in full by giving an advance notice of thirty (30) days thereby if

a. The supplier fails to comply with any of the terms of the Order
b. The supplier becomes bankrupt or goes into liquidation
c. The supplier makes general assignment for the benefit of the creditors
d. Any receiver is appointed for the property owned by the Supplier

GPC.21. Assignment

The Supplier shall not, without the express prior written consent of the WBSETCL assign to any third party the Order or any part thereof, or any right, benefit, obligation or interest therein or there under, except that the Supplier shall be entitled to assign either absolutely or by way of charge any

monies due and payable to it or that may become due and payable to it under the Order.

GPC.22. Destination Stores/ Consignee Officer/ Controlling Officer/ Paying Officer

Information regarding destination stores/ Consignee/Controlling/Paying Officer, name of structures, drawing no., quantity required, etc. are mentioned in Section V – Special Conditions of Contract.

TECHNICAL SPECIFICATIONS FOR CLAMPS, CONNECTORS AND HARDWARE FITTINGS

Technical Specification shall be as per WBSETCL Specification vide document titled" Clamps, Connectors, Equipotential Ring & Bundle Spacer" and "Hardware and Accessories" of the Engineering Department, WBSETCL, which may be downloaded from the website http://wbsetcl.in

The following Special Conditions of Contract (SCC), Section-IV, shall supplement/amend the General Purchase Conditions of Contract (GPC), Section-III. Wherever there is a conflict, the provisions in SCC shall prevail over those in the GPC.

SCC Item No.	GCC Clause Ref, If any	Data
1		The Local Courts of Jalpaiguri shall have exclusive jurisdiction in all matters arising under the Contract.
2		Adjudicator: The name of Adjudicator will be intimated later if necessary in case of dispute.
3	GPC 4	The terms of payments are as under: The bill or GST invoice in triplicate along with SRV, Challan, Warranty & relevant supporting documents are to be submitted to the Consignee Officer for incorporating necessary certificate and forwarding the same to this office for arranging payment by the paying officer in due course subjected to deduction of 10 % as security deposit including initial security deposit.
4	Paying Authority	The Assistant Manager (F&A), Jalpaiguri Area Office, WBSETCL, is the Paying Authority.
5	Consignee Officer	The Divisional Engineer (E), Chalsa 132 KV Sub- Station, WBSETCL, is the Consignee Officer.
6	Controlling Officer	The SE & Area Manager, Jalpaiguri Area Office, WBSETCL, is the Controlling Officer of the Job.
7	GPC 6	Security Deposit: The purchaser shall deduct @ 10 % or any equivalent amount from Bill as security deposit till the total deduction becomes 10 % of the final contract price including initial security deposit.
8	GPC 17	Defects Liability: In the event of any defect in the Equipment / Materials arising out of faulty design, materials, workmanship within the Defects Liability Period as mentioned in the Purchase Order, the Supplier shall be responsible for rectification of the defect, damage or replacement of the defective or damaged Equipment / Materials to the satisfaction of the Purchaser. The materials supplied shall be guaranteed for 12 (Twelve) months from the date of delivery against any defect of materials. Any item not satisfying the specifications or performance characteristics shall have to be replaced free of cost within a reasonable time after receipt of intimation

		from the ordering authority.
9	Delivery Schedule:	All materials are to be delivered at Chalsa 132 KV Sub Station, WBSETCL, at your own responsibility within 45 (Forty Five) days from the date of approval of Drawings. Drawings are to be submitted by the manufacturer within 10 (ten) days from the date of placement of order. The delivery schedule mentioned herein is inclusive of the period required for conducting tests, inspection etc. if so, required by the Purchaser.

Tender Document for

"Manufacture, Testing, Supply & Delivery of different types of Clamps, Connectors & Hardware Fittings with all accessories at Chalsa 132 KV Sub-Station under Jalpaiguri Area Office, WBSETCL in Jalpaiguri District".

NIT No. : SE & AM/JAL-AO/ELECTRICAL/TENDER/2025-26/T-28/04 , Dated : 29.10.2025

Section I – V
Notice Inviting Tender (NIT)
Instruction to Bidders (ITB)
General Conditions of Contract (GCC)
Special Conditions of Contract (SCC)
Technical Specifications

Office of the SE & Area Manager, Jalpaiguri Area Office, Shankar Bhavan (Near Raikatpara "Shani Mandir"), Netaji Subhash Road, Ward No. 1, Jalpaiguri – 735101.

SECTION V-A

1. Bid Proposal

2. Price Schedule

3a. Forwarding Letter for submission of Bid Security

3b. Bid Security

4. Power of Attorney in favor of Signatory of the Bid

5. Qualification Criteria

6. Affidavit regarding eligibility

7. Details of bought-out Equipment / Materials

8. Litigation History

9. Technical compliance Form

10. Transformer/ Reactor Loss Figures (if applicable)

11. Additional Information

SECTION V-B

12. Proposed modifications

13. Purchase Order

15a. Performance Guarantee

15b. Performance Guarantee

15. Additional Bank Guarantee

16. Validity Extension of Bank Guarantee

SECTION V-A

Annexure-1

1. Bid Proposal

WBSETCL

To,
The S.E & Area Manager,
Jalpaiguri Area Office,
West Bengal State Electricity Transmission Company Limited,
Shankar Bhavan, Near Raikatpara Shani Mandir,
Netaji Subhas Road, Ward No.1,
Jalpaiguri- 735101

Sub: Proposal for supply of……..against NIT no…….

Dear Sir,

We, the undersigned bidder, having read and examined in detail the specifications and the terms and conditions in the bidding documents do hereby submit our bid for the subject NIT as per the following details:

1.	Name of bidder Office Address Tel.No.: Fax No.: E-mail: Factory Address Tel.No.: Fax No.: E-mail:	

WBSETCL

2.	Address of Jalpaiguri Office Name: Designation: Address: Tel.No.: Fax No.: E-mail:	
3.	Registration Certificate (Form GST REG - 06) issued under Goods and Services Tax Laws (a copy of certificate of registration to be enclosed)	
4.	TAN No.: (a copy of certificate to be enclosed)	
5.	**SSI/MSME** **Regn.No. Validity** **upto:** **(a copy of certificate of registration and proof of validity should be enclosed)**	
6.	**Category of Organization (SSI/Medium/Large Unit).**	
7.	Particulars of Bid Security submitted	
8.	Offer validity	Agreed to the validity period specified by WBSETCL in detailed NIT clause 6.0
9.	Whether bidder agrees to	
a	Terms and Procedure of Payment (GPC 4)	

b	Performance Guarantee (GPC 6)	
c	Packing (GPC 11)	
d	Inspection & Testing (GPC 12)	
e	Risk Purchase (GPC 15)	
f	Liquidated damages (GPC 16)	
g	Defects Liability (GPC 17)	
10.	Delivery Schedule	Agreed to the delivery schedule specified by WBSETCL in detailed NIT clause 10.0
11.	Submit the technical literature and catalogue of the materials offered with the techno-commercial bid.	The technical literature and catalogue are attached to the techno-commercial bid.
12.	**Whether the bidder has provision for complete testing facilities of offered Equipment / Materials at their works. If yes, the details thereof or otherwise the proposed arrangements for inspection and testing.**	**YES /NO**
13.	Type test certificates for the relevant type tests, as required in the Technical Specification, from an institute accredited by NABL of a date not later than 5 years as on the date of bid opening	The relevant type test certificate, self-attested is enclosed.

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Annexure-3a

3a. Forwarding Letter for submission of Bid Security

(To be kept in envelope containing Bid Security)

Note: This is applicable only for single item tenders.

Date:

NIT No:

Bidder"s Name and address

To,
The S.E & Area Manager,
Jalpaiguri Area Office,
West Bengal State Electricity Transmission Company Limited,
Shankar Bhavan, Near Raikatpara Shani Mandir,
Netaji Subhas Road, Ward No.1,
Jalpaiguri- 735101

Dear Sir,

We are enclosing the following:

1. Account payee Demand draft / Bankers Cheque / Pay Order (No. ……[insert No.]……. dated …… [insert date]……..drawn on [insert name of the bank on which drawn]…… for …..[insert amount in Rs. and words]……., drawn in favor of "West Bengal State Electricity Transmission Company Limited" payable at Jalpaiguri towards Earnest Money (Bid Security) Deposit.

   Or

   Bank Guarantee in the prescribed proforma from a scheduled commercial bank in India in favour of WBSETCL for Rs. ……[Insert value]……/-valid for a period of one hundred and eighty days (180) days from the bid opening date with a further claim period of thirty (30) days.

[*Strike out whichever is not applicable*].

2. The calculation for the Bid Security amount is as follows:
   - Bid Security required for total scope of supply (A) under Group [insert Group] = Rs…… [insert value as per bid document]……..
   - Total quantity of the scope of supply (B) under Group ……. [insert Group] = ……[insert the quantity as per the bid document]……..
   - Quantity of the bid submitted (C) = ……**100%**……
   - Total value of bid security = ……[insert amount]……

Enclosures:

1. …….
2. …….
3. …….
4.

Thanking You,

……

(Signature of authorized signatory)

Name: ……..

Designation: ……..

Date: ……..

Place: ……..

Annexure-3b

3b. Bid Security

Bank Guarantee

(To be stamped in accordance with Stamp Act)

Bank Guarantee No. .....

Date.....

To,
The S.E & Area Manager,
Jalpaiguri Area Office,
West Bengal State Electricity Transmission Company Limited,
Shankar Bhavan, Near Raikatpara Shani Mandir,
Netaji Subhas Road, Ward No.1,
Jalpaiguri- 735101

Dear Sirs,

In accordance with NIT No. ....., M/s ..... having its Registered/Head Office at ..... (here-in-after called the 'Bidder') wish to participate in the said tender for [Name of tender].....
As an unconditional and irrevocable bank guarantee against Bid Security for an amount of.....(*insert in words and figures)…… valid for.....(insert number of days).....days from .....(**).....is required to be submitted by the Bidder as a condition precedent for participation in the said tender which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.
We, the .....[Name & address of the Bank] ..... having our Head Office at ..... (#) guarantee and undertake to pay immediately on demand by West Bengal State Electricity Transmission Company Limited (WBSETCL) the amount of .....(*insert in words and figures). without any reservation, protest, demand and recourse. Any such demand made by the Purchaser shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.
This Guarantee shall be irrevocable and shall remain valid up to .....(@). If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s [Bidder's Name] on whose behalf this guarantee is issued.
All rights of WBSETCL under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless a demand or claim is lodged by WBSETCL under this Guarantee against the Bank within [thirty (30)] daysfrom the above mentioned expiry date of validity or, from that of the extended date.
In witness where of the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS	**SIGNATURE OF AUTHORIZED SIGNATORY OF THE BANK**
……	……
(Signature)	(Signature)

……	……
(Name)	(Name)
……	……
(Official Address)	(Official Address)

Authorized vide

Power of Attorney No:…….

Date…….

Note:1 (*) The amount shall be as specified in the NIT. (**) This shall be the date of opening of bids.

(#) Complete mailing address of the Head Office and issuing branch of the Bank to be given with fax no./telephone no. of the contact person

(@) The bid security shall be valid for a period as specified in NIT.

	2	The Stamp Paper of appropriate value shall be purchased in the name of Bidder/Bank issuing the guarantee.

Annexure-3c

3c. Self-Declaration on accepting EMD Values

Bidder‟s Name and Address

To
The S.E & Area Manager,
Jalpaiguri Area Office,
WBSETCL
Shankar Bhavan, Near Raikatpara Shani Mandir,
Netaji Subhas Road, Ward No.1,
Jalpaiguri- 735101

Dear Sirs,

We, hereby declare that, the EMD value declared in Clause No.7 of the Detailed NIT which is:

Rs ……. [Rupees ……..]

is acceptable to us and the EMD value of "1" as indicated in the e-tendering portal has not been considered in our bid.

Date:

Place:

(Signature).....

(Printed Name).....

(Designation).....

(Seal).....

Annexure-4

4. Power of Attorney in favor of Signatory of the Bid

(To be executed on non-judicial stamp paper of appropriate value)

KNOW ALL MEN BY THESE PRESENTS THAT WE, ……[insert the name of the Bidder]……. a Company incorporated under the Companies Act, 1956 and having its registered office at ……[insert address] (hereinafter referred to as the Bidder) having been authorized by the Board of Directors of the Company, inter alia, to execute contracts in the name of and for and on behalf of the Company.I ……[insert nameof the person giving the power of attorney]…….presently holding the position of …….. (insert designation of the person giving the power of attorney)……in the company do hereby constitute, appoint and authorize Shri… (insert name, designation and residential address of the person to whom the power of attorney is being given)… as our true and lawful attorney to do in our name and on our behalf all such acts, deeds, things necessary and incidental for submission of our bid against NIT no. …….. floated by WBSETCL. I hereby further authorize the above attorney for signing and submission of the bid and all other documents, information related to the bid including undertakings, letters, certificates, declarations, clarifications, acceptances, guarantees, any amendments to the bid and such documents related to the bid, and providing responses and representing us in all the matters before the Purchaser in connection with the Bid for the said tender till the completion of the bidding process.

I accordingly hereby nominate, constitute and appoint above named … severally, as my lawful attorney to do all or any of the acts specifically mentioned immediately herein above.

WE do hereby agree and undertake to ratify and confirm whatever either of the said Attorney shall lawfully do or cause to be done under and by virtue of this power of Attorney and the Acts of Attorney to all intents and purposes are done as if I had done the same on behalf of the Company if these presents had not been made.

IN WITNESS whereof I, ……..have executed these presents this the ……day of ……at ……...

…….
EXECUTANT

Designation..……...

Name of Company…….……

…….
Specimen Signature of Attorney
Name……
Designation……..

Signature of the Attorney Attested
…….
EXECUTANT
Name……
Designation……

Office Seal……

Annexure-5

5.Qualification Criteria

Bidder"s Name and Address	To The S.E & Area Manager, Jalpaiguri Area Office, WBSETCL Shankar Bhavan, Near Raikatpara Shani Mandir, Netaji Subhas Road, Ward No.1, Jalpaiguri- 735101

Dear Sirs,

We seek qualification under NIT No -------and our qualification data in support thereof is enclosed in the following Forms:

1.	Annexure5A	:	Details for meeting financial qualification requirements
2.	Annexure 5B	:	Details for meeting technical qualification requirements
3.	Annexure 5C	:	Capability status

We further understand and agree that any misleading or false information furnishedby us may result in summary rejection of our bid.

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Note: The Bidder shall enclose relevant documents like copies of self attested purchase order, completion certificates, agreements etc. supporting the details/data provided in Annexure - 5A to 5C.

WBSETCL

Annexure-5A

5A. Details for meeting financial qualification requirement

NIT No:
Bidder"s Name and address

To,
The S.E & Area Manager,
Jalpaiguri Area Office,
West Bengal State Electricity Transmission Company Limited,
Shankar Bhavan, Near Raikatpara Shani Mandir,
Netaji Subhas Road, Ward No.1,
Jalpaiguri- 735101

Dear Sirs,

To satisfy the requirements stipulated in the Bidding Documents, we provide the following details.

We confirm that our average annual turnover during the preceding three financial years as on date of bid opening is not less than ……(insert the amount as per NIT)…….. In support of above, we are enclosing*[Balance Sheets and Profit & Loss Account duly certified by the statutory auditors, IT Return duly acknowledged by the tax department, or any other documents to be inserted as applicable]*…….... We are also enclosing authenticated copies of original documents defining the legal status, place of registration and principal state of business.

Sl. No	Financial Year	Amount in INR
1.	2019 - 2020	
2.	2020 - 2021	
3.	2021 - 2022	
4.	2022 - 2023	
5.	2023 - 2024	
6.	Average Annual Turnover for the preceding Three (3) Financial Years for which audited accounts are available as on date of Bid Opening.	
7.	Net Worth as at the end of the financial year immediately preceding the date of bid opening	
8.	We have enclosed [Balance Sheets and Profit & Loss Account certified by the statutory auditors/ IT Return duly acknowledged by the tax department] for the above-mentioned financial years	Yes/No
9.	We have enclosed authenticated copies of original documents defining the legal status, place of registration and principal state of business.	Yes/No

Date:
Place:

(Signature).....
(Printed Name).....
(Designation).....
(Seal).....

WBSETCL

Annexure-5B

5A. Details for meeting technical qualification requirement

NIT No:
Bidder"s Name and address

To,
The S.E & Area Manager,
Jalpaiguri Area Office,
West Bengal State Electricity Transmission Company Limited,
Shankar Bhavan, Near Raikatpara Shani Mandir,
Netaji Subhas Road, Ward No.1,
Jalpaiguri- 735101

Dear Sirs,

To satisfy the requirements stipulated in the Bidding Documents, we provide the following details.

List of similar orders for similar type and quantity of Goods covered in the NIT No.....dated. , executed in last five (5)* years:

Sl. No	Owner/ Client	Scope of works	Order Value	Actual Time of Completion

**Bidders can choose to mention important assignments executed prior to 5 years*

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Note:

1. Continuation sheets of like size and format may be used and annexed to this format if required.
2. Relevant client certificates or any other documents to be furnished to justify the above data (including Purchase Orders and corresponding delivery challans, etc.)

WBSETCL

Annexure-5C

5C. Capability Status

To,
The S.E & Area Manager,
Jalpaiguri Area Office,
West Bengal State Electricity Transmission Company Limited,
Shankar Bhavan, Near Raikatpara Shani Mandir,
Netaji Subhas Road, Ward No.1,
Jalpaiguri- 735101

We provide the following details to conform that we have sufficient capacity to execute the supply of Goods covered in the NIT:

A	Manufacturing Capacity (applicable in case of original manufacturers only)	
B	Orders in Hand	
i	Total value of Orders	
ii	Value of workcompleted out ofabove value upto 31.03.2024.	
iii	Value of anticipated work to be done in the following …….Financial Years:2021-22, 2022-23, 2023-24.	

Details of orders in hand are as follows:

Sl. No	Owner/ Client	Scope of works	Order Value	Schedule Time of Completion	Value of Outstanding work	Estimated Completion date

Date:
Place:

(Signature).....
(Printed Name).....
(Designation).....
(Seal).....

WBSETCL

Note:

- Continuation sheets of like size and format may be used and annexed to this format if required.
- Relevant client certificates/documents to be furnished to justify the above data. (Including Purchase Orders and corresponding delivery challans/excise duty invoice, client"s certificate, performance certificate from the client for successful operation of equipment as per qualifying requirement.)

Annexure-6

6. Affidavit regarding eligibility

(To be executed on non-judicial stamp paper of appropriate value as applicable in the state of West Bengal)

I am the ……*[insert title/ designation]*…….. and the duly authorized representative of ……*[insert name of the bidder]* and that

I possess the legal authority to make this Affidavit/ Declaration on behalf of the bidder.

I solemnly declare and affirm that to the best of my knowledge, information, and belief, the above bidder:

a) Is not insolvent or is not in receivership or is not a bankrupt or is not in the process of being wound up, or has not entered into an arrangement with creditors; or,
b) Have not been found guilty of professional misconduct by any Competent Authority as per law; or,
c) Have fulfilled his obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country; or
d) Have not been declared by WBSETCL to be ineligible for participation in tenders on account of any fraud and/or corruption in competing or executing a Contract; or,
e) Have not been debarred from participation in any public procurement by any Competent Authority as per law.

Further, I also declare that the affairs of the business are not being administered by a court, judicial officer or by an appointed liquidator; and the company has not suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of India.

Verified on this …… day of …….. of the year…….. that the particulars furnished above are true and correct to the nest of my knowledge and belief and nothing in material have been concealed or misrepresented.

Date: Signature.....

Place: Name.....

Designation.....

Seal.....

(The affidavit may be signed and attested in presence of a Notary)

Annexure-7

7. Details of bought-out Equipment / Materials

(Applicable only in case of bought-out Equipment / Materials)

Bidder"s Name and Address

To

WBSETCL address

Not applicable for this instant tender

Dear Sir,

We declare that the following are the details of Equipment / Materials including spares to be directly dispatched from the works of our sub-vendors to Site.

All taxes, duties and levies payable on such transactions is already included in the prices indicated in bid price. Further, any variations in taxes, duties and levies on these transactions are also to our account and no claim whatsoever will be entertained by you in this respect.

Sl. No	Description of Equipment/ Materials	Weight/Quantity (Tonnes /Nos.)	Landed price included in the quoted price (Rs.)
	TOTAL		

Date:

Place:

(Signature).....

(Printed Name).....

(Designation).....

(Seal).....

Note:

- Continuation sheets of like size and format may be used as per Bidders requirements and shall be annexed to this format.

Annexure-8

8.Litigation History

Name of the Bidder:

Bidder should provide information on any history of litigation or arbitration resulting from contracts executed in the last five (5) years or currently under execution.

Year	Award FOR or AGAINST Applicant	Name of Client, Cause of Litigation and Matter in Dispute	Disputed Amount (Current Value in Indian Rupees)

Annexure-9

9.Technical compliance Form

[Modify and Insert this annexure, as per specific supply procurement]

Bidder‟s Name & Address:

To,
The S.E & Area Manager,
Jalpaiguri Area Office,
West Bengal State Electricity Transmission Company Limited,
Shankar Bhavan, Near Raikatpara Shani Mandir,
Netaji Subhas Road, Ward No.1,
Jalpaiguri- 735101

Sl. No.	Name of Equipment / Materials of All Voltage Classes	Whether Type Tested as per IS/IEC (carried out on identically designed Equipment / Material as per Technical Spec.) (Yes/No)	Type Tests done from Govt. recognized Test House or laboratory / NABL accredited laboratory (Yes/No)	Whether GTP of offered Equipment / Materials/ Accessories shall conform to Technical Spec., S.T.P., relevant IS & IEC. (Yes/No)	Whether offered Equipment / Materials/ Accessories is brought from any location outside West Bengal. (Yes/No)
1	**				

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Note:

- Bidders shall also upload attested copy(ies) of the type test certificate(s)as "**Non-Statutory Document**" & relevant GTP as "**Statutory Document**".
- Type tests conducted shall not be earlier than 5 years prior to the bid opening date.
- ** *The bidder should specify detailed description of the offered equipment/material indicating Type/Model and other major parameters here*.

10.Transformer Loss Figures

Bidder‟s Name & Address:

To,
The S.E & Area Manager,
Jalpaiguri Area Office,
West Bengal State Electricity Transmission Company Limited,
Shankar Bhavan, Near Raikatpara Shani Mandir,
Netaji Subhas Road, Ward No.1,
Jalpaiguri- 735101

Dear Sir,
We furnish below the following information in respect of our Transformer:

Sl. No.	Description of Transformer	No Load Loss (in KW)	Load Loss excluding Auxiliary loss (in KW)	Auxiliary Loss (in KW)	Total Loss (including auxiliary loss) (in KW)
1	**CONFIRMED IN THE GTP AND BOQ SHEET OF THIS TECHO-COMMERCIAL BID**				

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

11.Additional Information

Bidder‟s Name & Address:

To,
The S.E & Area Manager,
Jalpaiguri Area Office,
West Bengal State Electricity Transmission Company Limited,
Shankar Bhavan, Near Raikatpara Shani Mandir,
Netaji Subhas Road, Ward No.1,
Jalpaiguri- 735101

Dear Sir,

Sl.No.	Description of Information	Reference to Bidding documents	Reference to Bid Proposal

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Note:

Continuation sheets of like size and format may be used as per Bidders requirements and shall be annexed to this format.

12.Deviation Sheet

Bidder‟s Name & Address:

To,
The S.E & Area Manager,
Jalpaiguri Area Office,
West Bengal State Electricity Transmission Company Limited,
Shankar Bhavan, Near Raikatpara Shani Mandir,
Netaji Subhas Road, Ward No.1,
Jalpaiguri- 735101

Dear Sir,

[If the bid has any deviation from the Technical Specification, the bidder shall tabulate those deviations here clause by clause]

Sl. No.	Clause No:	Description	Deviation	Remarks

[If the bid has any deviation from the commercial terms, the bidder shall tabulate those deviations here clause by clause]

Sl. No.	Clause No:	Description	Deviation	Remarks

NOTE: When there is no deviation, this sheet is to be submitted duly signed with an endorsement indicating “No Deviation”. Deviations not indicated here will not be taken into consideration.

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

SECTION V-B

13.Proposed modifications

Bidder‟s Name & Address:

To,
The S.E & Area Manager,
Jalpaiguri Area Office,
West Bengal State Electricity Transmission Company Limited,
Shankar Bhavan, Near Raikatpara Shani Mandir,
Netaji Subhas Road, Ward No.1,
Jalpaiguri- 735101

Dear Sir,

We have carefully gone through the Technical Specifications and the General Purchase Conditions and we have satisfied ourselves and hereby propose certain modifications as mentioned below:

Sl. No.	Sec./Clause & Page No.	Existing Clause	Modified clause (proposed by Bidder)	Reasons for modification

Date:

Place:

(Signature).....

(Authorized Representative of bidder).....

(Designation).....

Name of the bidder: .....

Note:

- ***This format is to be used for submission of Pre-bid queries only and this will not be considered as bidding document.***

Annexure-14

14.Purchase Order

Ref. No.: Date:

To,

Supplier"s Name & Address

……

Attn: Mr……..

Sub: Order for ……[brief description of scope of supply]……

Ref: (i)NIT No: …….

(ii) Bidding documents against NIT No ……..along with clarifications/ amendments dated …… *[References of all correspondence (if any) with successful bidder(s) to be referred]*

(iii) Your bid dated …..… against NIT No.…… and subsequent letter dated ……. *.[Reference of all correspondence (if any)by successful bidder(s) to be referred]*

Dear Sir,

With reference to the above, we are pleased to place an Order with you for the Equipment / Materials at the price and terms and conditions stipulated hereunder:

Item Sl. No.	Description of Equipment / Materials	Quantity	Unit of measure	Unit Price (Rs)	Unit Freight & Insurance price (Rs)	Total Amount (Rs)
1.			Sets			
2.			Sets			

TERMS AND CONDITIONS

1. Price
   The price given above are firm and not subject to any variation on any account except taxes and duties as per GPC.7.

The prices given above are inclusive of packing, forwarding, loading and unloading at Site and at Suppliers works and inclusive of cost of transportation up to the place of delivery and transit insurance. The prices given above are exclusive of applicable CGST and SGST/UTGST or IGST, as the case may be, or any other taxes and duties applicable which will be paid extra at actual on production of documentary evidence in terms of clause 2 below.

2. Taxes & Duties:

   Goods and Services Tax: CGST and SGST/UTGST or IGST, as the case may be, will be paid extra at the rate prevailing on the scheduled date of or the actual delivery date, whichever is lower. Tax Invoices needs to be issued by the supplier for raising claims under the contract showing separately the tax charged in accordance with the provisions of GST Act, 2017. The Tax Invoice should contain valid PAN issued by Income Tax Department, GoI, valid 15-digit GSTIN under GST Act 2017 and proper HSN/SAC code for the items supplied. The supplier is requested to furnish one copy of each of the invoice/ bills duly attested by the Paying Authority to the Assistant Manager (F&A), Jalpaiguri Area Office, WBSETCL, Raikatpara, Near Shani Mandir, Jalpaiguri- 735101.

3. Performance Guarantee: You are required to submit within thirty (30) days of the date of issue of this Order, the Performance Guarantee equivalent to ten percent (10%) of the value of the Order from a scheduled commercial bank in the prescribed proforma given in Annexure: 15a of Section V-B valid up to ninety (90) days after the Defect Liability Period of **Twelve (12) months** from the date of last delivery of any integral part of the Equipment/ Materials, with an additional claim period of ninety (90) days.

4. Quality Assurance Plan: The Supplier shall submit Quality Assurance Plan containing the overall quality management & procedures to be followed during various phases of execution of the Order within 30 days of the date of this Purchase Order in the format attached as Appendix 1 to this Order.

5. Inspection & Testing

   The provisions relating to Inspection & Testing shall be governed by GPC.12. The Supplier shall address the inspection calls as well as Drawings to the SE & AM, Jalpaiguri Area Office, WBSETCL and endorse a copy to the SE & AM, Jalapaiguri Area Office, WBSETCL.

6. Consignee

   The details of consignee are as under:

Item Sl. No.	Description of Equipment / Materials	Unit of measure	Quantity	Name and address of the consignee	Place of delivery
1.					

Notwithstanding the details of consignees mentioned above, the Purchaser reserves the right to make modification in the above details at the time of issuing Delivery Instructions (DI).

7. Delivery Schedule

The Equipment / Materials are to be delivered as per delivery schedule given hereunder.

Item Sl. No.	***Description of Materials***	***Quantity of Materials***	***Delivery Schedule***
1.			
2.			

8. Submission of Delivery Challan

   Copies of delivery challan in triplicate are to be submitted to the consignee along with the Equipment / Materials at the time of physical delivery. The original and duplicate copies of the delivery challan duly signed by the consignee officer, as indicated in the Payment Clause, will be returned to the Supplier.

9. Paying Authority:

   The Assistant Manager (F&A), Jalpaiguri Area Office, WBSETCL will be the Paying Authority. However the bills to be submitted to the Consignees Office attached with the Jalpaiguri Area Office, WBSETCL for verification and passing.

10. Payment

    Ninety percent (90%) payment along with hundred percent (100%) taxes and duties against submission of original invoice and original receipted challans signed by

    …….[insert relevant consignee officer]…….. attached to the respective stores and MICC-cum-DI will be made within …….[forty-five (45)]……. days from the date of submission of bills directly to the Bill Passing Authority. The balance ten percent (10%) payment [insert if applicable …….inclusive of Price Variation Bill with supporting documents……] will also be made within …….[forty-five (45)]…….. days of submission of bills to the Bill Passing Authority along with Stores Receipt Voucher (SRV).

    (The Purchaser may revise the payment terms on case-to-case basis)

11. Defect Liability Period

    The Defect Liability Period shall be 12 **(Twelve)** months from the date of last despatch of any integral part of the Equipment/ Materials, as applicable.

    This Order is being issued to you in duplicate. Please acknowledge the receipt of this Order and convey your acceptance within seven (7) days from the date of issue of this Order by returning one(1) copy duly signed with stamp and recording "Accepted unconditionally". If no acceptance/communication is received within seven(7) days, it will be considered that the Order has been accepted.

12. The Address for correspondence of Purchaser and Supplier is as follows:

    To,

    The S.E & Area Manager,

    Jalpaiguri Area Office,

    West Bengal State Electricity Transmission Company Limited,

    Shankar Bhavan, Near Raikatpara Shani Mandir,

    Netaji Subhas Road, Ward No.1,

    Jalpaiguri- 735101.

    Address of Supplier:

    ……..

    ……..

13. This Purchase Order shall be subject to the Technical Specifications and terms and conditions as mentioned in GPC and NIT which shall form an integral part of this Order. Enclosure: Technical specifications and General Purchase Conditions.

Yours faithfully,
for and on behalf of
…….(Authorised Signatory)……
..…….(Name of the Purchaser)……..

Appendix 2 to Annexure-14

Quality Assurance Plan

Bidder"s Name and Address	To The S.E & Area Manager, Jalpaiguri Area Office, WBSETCL Shankar Bhavan, Near Raikatpara Shani Mandir, Netaji Subhas Road, Ward No.1, Jalpaiguri- 735101

Dear Sir,

We hereby provide the necessary information on Quality Assurance Programme containing the overall Quality Management and procedures, which we propose to follow during various phases of execution of the Order.

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Note:

- Continuation sheets of like size and format may be used as per Bidders requirements and shall be annexed to this format.

Annexure-15a

15a. Performance Guarantee

(To be stamped in accordance with Stamp Act)

Bank Guarantee No. .....

Date.....

To,
The S.E & Area Manager,
Jalpaiguri Area Office,
West Bengal State Electricity Transmission Company Limited,
Shankar Bhavan, Near Raikatpara Shani Mandir,
Netaji Subhas Road, Ward No.1,
Jalpaiguri- 735101.

Dear Sir,

In consideration of West Bengal State Electricity Transmission Company Limited (here in after referred to as WBSETCL which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s…… with its Registered/ Head Office at ……(here in after referred toas the 'Supplier' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Purchase Order No…….. dated …….. valued at ……. for …….. (Scope of supply)… and the Supplier having agreed to provide a Performance Guarantee in terms of the provisions of the said Order for faithful and due fulfilment of all obligations under the Order equivalent to ***……[****insert ten percent (10%) of the said value of the Order****]*** to the WBSETCL.

We …….. (Name and Address) having its Head Office at……#…….. hereinafter referred to as the „Bank‟ which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay WBSETCL, on demand any and all monies payable by the Supplier to the extent of ……[Rs…..] as aforesaid at any time up to…….@.....(day/month/year) without any demur, reservation, contest, recourse or protest and or without any reference to the Supplier. Any such demand made by WBSETCL on the Bank shall be conclusive and binding notwithstanding any difference or dispute between WBSETCL and the Supplier or any dispute pending before any Court, Tribunal or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of WBSETCL and further agrees that the guarantee herein contained shall continue to be enforceable within claim period of***…..[ninety (90)]*** days after the validity of this guarantee.

WBSETCL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Order by the Supplier. WBSETCL shall have the fullest liberty without affecting in any way this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier and to exercise the same at any time and any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Order between WBSETCL and the Supplier or any other course of remedy or security available to WBSETCL. The Bank shall not be released of its obligations under these presents by any exercise by WBSETCL of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of WBSETCL or any other indulgence shown by WBSETCL or by any other matter or thing whatsoever which under the law would but for this provisions have the effect of relieving the Bank.

The Bank also agrees that WBSETCL at its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that WBSETCL may have in relation to the Supplier's liabilities.

Notwithstanding anything contained herein above liability under this guarantee is restricted to Rs…… and shall remain in force up to and including and shall be extended from time to time for such period, as may be desired by M/s.…on whose behalf this guarantee has been given.

All rights of WBSETCL under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless a demand or claim is lodged by WBSETCL under this guarantee against the Bank within ***…..[ninety (90)]……***days from the above mentioned date or from the extended date.

Dated this…….day of……20……..at……

Witness:

……	……
(Signature)	(Signature)
……	……
(Name)	(Name)
……	……
(Official Address)	(Official Address)
	Authorized vide
	Power of Attorney No……..
	Date……

Note:	1.	(@)This date will be ninety (90) days after the end of Defect Liability Period as specified in the Order (#) Complete mailing address of the Head Office of the Bank to be given
	2.	The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank or the party on whose behalf the Bank Guarantee is being issued. The Bank Guarantee (BG) shall be issued on a stamp paper of value as applicable in the state of India from where BG has been issued or the stateof India from where the BG shall be operated, whichever is higher

Annexure-15b

15b. Performance Guarantee

(To be stamped in accordance with Stamp Act)

[To be submitted by Supplier after successful completion of supply, in case defect liability period of Equipment / Materials is more than eighteen (18) months]

Bank Guarantee No. .....

Date.....

To,
The S.E & Area Manager,
Jalpaiguri Area Office,
West Bengal State Electricity Transmission Company Limited,
Shankar Bhavan, Near Raikatpara Shani Mandir,
Netaji Subhas Road, Ward No.1,
Jalpaiguri- 735101.

Dear Sir,

In consideration of West Bengal State Electricity Transmission Company Limited (hereinafter referred to as WBSETCL which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s…… with its Registered/ Head Office at …… (hereinafter referred toas the 'Supplier' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Purchase Order No…….. dated …….. valued at ……. for …….. (Scope of supply)……. and the Supplier having provided a Performance Guarantee for faithful and due fulfilment of all obligations under the Order equivalent to ***……[insert ten percent (10%)of the said value of the Order]*** to the WBSETCL.

Further, the Supplier having successfully completed the supply of Equipment / Materials as per terms and conditions stipulated in the said Order is required to provide a Performance Guarantee for faithful and due fulfilment of all obligations during the defect liability period in terms of the provisions of the said order equivalent to ***……[insert five percent (5%)of the said value of the Order]*** to the WBSETCL

We …….. (Name and Address) having its Head Office at……#…….. hereinafter referred to as the „Bank" which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay WBSETCL, on demand any and all monies payable by the Supplier to the extent of ……[Rs…..] as aforesaid at any time up to……@.....(day/month/year) without any demur, reservation, contest recourse or protest and or without any reference to the Supplier. Any such demand made by WBSETCL on the Bank shall be conclusive and binding notwithstanding any difference or dispute between WBSETCL and the Supplier or any dispute pending before any Court, Tribunal or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of WBSETCL and further agrees that the guarantee herein contained shall continue to be enforceable till ***…..[ninety (90)]…*** days after the validity of this guarantee.

WBSETCL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Order by the Supplier. WBSETCL shall have the fullest liberty without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier and to exercise the same at any time and any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Order between WBSETCL and the Supplier or any other course of remedy or security available to

WBSETCL. The Bank shall not be released of its obligations under these presents by any exercise by WBSETCL of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of WBSETCL or any other indulgence shown by WBSETCL or by any other matter or thing whatsoever which under the law would but for this provisions have the effect of relieving the Bank.

The Bank also agrees that WBSETCL at its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security orother guarantee that WBSETCL may have in relation to the Supplier's liabilities.

Notwithstanding anything contained herein above liability under this guarantee is restricted to Rs…… and shall remain in force up to and including and shall be extended from time to time for such period, as may be desired by M/s …on whose behalf this guarantee has been given.

All rights of WBSETCL under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless a demand or claim is lodged by WBSETCL under this guarantee against the Bank within ***…..[ninety (90)]……***days from the above mentioned date or from the extended date.

Dated this…….day of……20……..at……

Witness:

……	……
(Signature)	(Signature)
……	……
(Name)	(Name)
……	……
(Official Address)	(Official Address)
	Authorized vide
	Power of Attorney No……..
	Date……

Note:	1.	(@)This date will be ninety (90) days after the end of Defect Liability Period as specified in the Order (#) Complete mailing address of the Head Office of the Bank to be given
	2.	The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank or the party on whose behalf the Bank Guarantee is being issued. The Bank Guarantee (BG) shall be issued on a stamp paper of value as applicable in the state of India from where BG has been issued or the stateof India from where the BG shall be operated, whichever is higher

Annexure-16

16. Additional Bank Guarantee

(To be stamped in accordance with Stamp Act)

To be submitted by Supplier, in case Equipment / Materials are taken to the works of the Supplier for repairs

Bank Guarantee No. .....

Date.....

To,
The S.E & Area Manager,
Jalpaiguri Area Office,
West Bengal State Electricity Transmission Company Limited,
Shankar Bhavan, Near Raikatpara Shani Mandir,
Netaji Subhas Road, Ward No.1,
Jalpaiguri- 735101.

Dear Sir,

Whereas West Bengal State Electricity Transmission Company Limited (hereinafter referred to as WBSETCL which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) have awarded to M/s with its Registered/ Head Office at (hereinafter

referred toas the 'Supplier' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Purchase Order No…dated…….. valued at ……. for …….. (Scope supply) …… and the same have been unequivocally accepted by the Supplier under which the Supplier during the Defects Liability Period has certain obligations with regard to repair and replacement of defective material/equipment as per terms of the Purchase Order.

And whereas as per clause 17.3 of General Purchase Conditions of the said Purchase Order, the Supplier is required to submit an unconditional and irrevocable Bank Guarantee in favour of WBSETCL for the value of Equipment / Materials under the ownership of WBSETCL which are to be physically removed by the Supplier from the premises of WBSETCL to the works of the Supplier or any other place for the purpose of repair, rectification and/or replacement and returning back the Equipment / Materials to WBSETCL after carrying out such repairs, rectification or replacement at Suppliers cost.

We …….. (Name and Address of the Bank)… having its Head Office at ……#…
hereinafter referred to as the „Bank" which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), do hereby guarantee unconditionally and undertake to pay WBSETCL, on demand any and all monies payable by the Supplier to the extent of……..[* insert amount in figures and words]…….. as aforesaid at any time up to**……..@.** (day/month/year) without any demur, reservation, contest recourse or protest and or without any reference to the Supplier. Any such demand made by WBSETCL on the Bank shall be conclusive and binding notwithstanding any difference or dispute between WBSETCL and the Supplier or any dispute pending before any Court, Tribunal or any other Authority. The bank hereby expressly agrees that it shall not require any proof in addition to the written demand from WBSETCL made in any format, raised at the above mentioned address of the Bank in order to make payment to WBSETCL.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of WBSETCL and further agrees that the guarantee herein contained shall continue to be enforceable till …..[thirty (30)]…… days after the validity of this guarantee.

WBSETCL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the obligations of the supplier under the Order. WBSETCL, shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier and to exercise the same at any time and in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Order between WBSETCL and the Supplier or any other course of remedy or security available to WBSETCL. The Bank shall not be released of its obligations under these presents by any exercise by WBSETCL of its liberty with reference to the matters aforesaid or any of them orby reason or any other acts of omission or commission on the part of WBSETCL or any other indulgence shown by WBSETCL or by any other matter or thing whatsoever which under the law would but for this provisions have the effect of relieving the Bank.

The Bank also agrees that WBSETCL at its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that WBSETCL may have in relation to the Supplier's liabilities.

This Bank Guarantee shall be interpreted in accordance with the laws of India and the courts at Kolkata shall have the exclusive jurisdiction.

The Bank represents that this Bank Guarantee has been established in such form with such content that is fully enforceable in accordance with its terms against the Bank in the manner provided herein.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs. …… and shall remain in force up to and including……(insert validity date) and shall be extended from time to time for such period, as may be desired by M/s …….on whose behalf this guarantee has been given.

All rights of WBSETCL under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless a demand or claim is lodged by WBSETCL under this Guarantee against the Bank within [thirty (30)] days from the above mentioned expiry date of validity or, from that of the extended date.

In witness where of the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS	**SIGNATURE OF AUTHORIZED SIGNATORY OF THE BANK**
……	……
(Signature)	(Signature)
……	(Name)
(Name)	
……	……
(Official Address)	(Official Address)
	Authorized vide Power of Attorney No……

Date……

Note: 1. (*) The amount shall be the value of the Equipment / Materials taken over by the Supplier for repairs or rectification.
(#) Complete mailing address of the Head Office and issuing branch of the Bank to be given with fax no./telephone no. of the contact person
(@)Thebank guarantee shall be valid for a period as mutually agreed upon by the Supplier and WBSETCL.

2. The Stamp Paper of appropriate value shall be purchased in the name of Supplier/Bank issuing the guarantee

Annexure-17

17.Validity Extension of Bank Guarantee

(To be stamped in accordance with the Stamp Act)

Bank Guarantee No. .....

Date.....

To,
The S.E & Area Manager,
Jalpaiguri Area Office,
West Bengal State Electricity Transmission Company Limited,
Shankar Bhavan, Near Raikatpara Shani Mandir,
Netaji Subhas Road, Ward No.1,
Jalpaiguri- 735101.

Dear Sir,

Sub.: Validity Extension of Bank Guarantee No. ..... dt…….for Rs.....favouring yourselves, expiring on.....on account of M/s..... in respect of Order for.....(insert brief scope of supply).....for..... Purchase Order No.....dated. (hereinafter called original Bank Guarantee).

At the request of M/s..... we .....Bank having branch office at ..... and having Head Office at..... do hereby extend our liability under the above mentioned Bank Guarantee No..... dtd..... for a further period of.....Years/Months from ..... to expire on .....

Except as provided above, all other terms and conditions of the original Bank Guarantee No..... dtd shall remain unaltered and binding on us.

Please treat this as an integral part of the original guarantee to which it would be attached.

Yours Faithfully,

(Signature)……..

(Name&Designation)……..

(Bank‟s

Seal)……..

Authorised vide Power of Attorney No